



\*Office address

City

State  Pin code  Country

Phone (Office)  Extn

**FOR CORPORATE / FIRM ACCOUNT CARD (To be filled in only case of corporate card)**

Name of the Company \_\_\_\_\_

Financial particulars (All amounts in thousands) as on \_\_\_\_\_ Paid up capital ` \_\_\_\_\_ Net worth ` \_\_\_\_\_

Working results, for last three years: \_\_\_\_\_

1. Year \_\_\_\_\_ P/L \_\_\_\_\_ 2. Year \_\_\_\_\_ 3. Year \_\_\_\_\_ P/L \_\_\_\_\_

(Please attach Balance Sheet copies for last two years & Board resolution mentioning name of card holder limit and change a/c. no.)

Udyam Number (MSME and Merchant Credit Card) \_\_\_\_\_

Please issue the above Card on the company account to the executive/official whose particulars are given in as form. We shall be jointly and severally liable for all dues respect of the card issued for all utilisations, renewals and other charges. We have complied with the formalities to obtain the Card. We hereby declare that the information given in this application is true and correct. We confirm we have read the Terms and Conditions applicable to this card and accept these terms and conditions unconditionally. We also confirm that in the event, the bank has to issue a replacement card, we shall be bound by the terms & conditions mentioned herein & shall be bound for the payment due in the original/renewal/replacement card.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Signature of the Authorised Official with Company's Seal \_\_\_\_\_

**EXISTING FINANCIAL RELATIONSHIP**

Relationship with BOI Bank  Saving/Current A/c  FD/RD  Personal Loan  Auto Loan  
 Home Loan  Others (Please Specify) \_\_\_\_\_

BOI Bank Account/Loan No.  \*(I authorize bank to recover the credit card dues from my account)

OTHER BANK CREDIT CARDS  Yes  No If yes, how many credit card do you hold?

	Card Number	Credit Limit
Credit Card 1	<input type="text"/>	<input type="text"/>
Credit Card 2	<input type="text"/>	<input type="text"/>

**(A) FOR ADD-ON CARD**

You would like to have an ADD ON Card for your

Spouse  Father  Mother  Son   
 Daughter  Brother  Sister

Nationality:  Resident Indian  Non Resident Indian  Foreign National

Full Name:

ADD ON Card applicants name as you would like to appear on the card

Date of Birth:  Sex:  Male  Female

Spending Limit  No separate sub-limit for this add-on card which will operate within overall spending limits sanctioned to me.  
 Separate sub-limit of ` \_\_\_\_\_ for this add-on card.

**(B) FOR ADD-ON CARD**

You would like to have an ADD ON Card for your

Spouse  Father  Mother  Son   
 Daughter  Brother  Sister

Nationality:  Resident Indian  Non Resident Indian  Foreign National

Full Name:

ADD ON Card applicants name as you would like to appear on the card

Date of Birth:  Sex:  Male  Female

Spending Limit  No separate sub-limit for this add-on card which will operate within overall spending limits sanctioned to me.  
 Separate sub-limit of ` \_\_\_\_\_ for this add-on card.

Please affix photo Not with stapler pins or Gem-clips

Signature of the applicant

Please affix photo Not with stapler pins or Gem-clips

Signature of the applicant

Please affix photo Not with stapler pins or Gem-clips

Signature of the applicant

**DECLARATION**

I/We hereby apply for issue of a Credit Card. I/we confirm that the information contained in this application is true and correct. I/we authorise Bank Of India to verify any information contained in this application from any source whatsoever at their sole discretion and also to exchange/share, part with all information relating to my/our Credit Card (including Add-on Cards) details and payment history to other banks, financial institutions, Credit Card companies, Credit bureaus / agencies, Statutory authorities, Govt. departments, and other agencies as may be required and shall not hold Bank of India liable for use and/or parting with this information.

I/We have read the Terms and Conditions applicable to Credit Card printed overleaf and accept the same. I/We agree to be bound by the Credit Card Terms and Conditions as may be

in force from time to time. It is my/our responsibility to obtain the Credit Card Terms and Conditions and I/We are estopped to claim otherwise. I/We further agree that the Bank may use my/our name and address for marketing/merchandising offers between Bank Of India and other Companies/institutions.

I/We accept that Bank Of India reserves the right to reject this application without assigning any reason.

I/We undertake to pay the Bank all dues for usage of this Card/Add-on Cards.

I/We as the applicant of the Principal Card shall be liable for all charges incurred on the principal Card and all additional Cards on my/our account. The add-on Card member shall be jointly and severally liable for all charges including fee of any nature incurred on this additional Card issued to him/her

Place : \_\_\_\_\_

Signature of Primary Cardholder

Date : \_\_\_\_\_

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### NAME & RECOMMENDATION, SANCTION

#### Recommendation

Name	<input type="text"/>
Amount	<input type="text"/>
Due Amount Sanctioned	<input type="text"/>
PN No.	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

#### Sanction

Name	<input type="text"/>
Amount	<input type="text"/>
Due Amount Sanctioned	<input type="text"/>
PN No.	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

### CARDHOLDER AGREEMENT TERMS AND CONDITION

These terms and conditions apply to and regulate the provisions of Credit Card and/or Charge Card facilities provided by Bank of India (801), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Star House, C-5, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

#### 1. DEFINITIONS

- 1.01 "The Bank" means Bank of India and its affiliates, successors and assigns.
- 1.02 "Applicant" means a person who has applied for the Card by signing the application form.
- 1.03 "Card" means a Charge Card or Credit Card issued by the Bank whether under tie up with MasterCard International/ VISA International/ and any other Credit/Charge Card
- 1.04 "Card Account/Add-on Card account" means an account opened and maintained by the Bank for the Cardholder.
- 1.05 "Cardholder" means a person holding a valid Card and shall include the principal Cardholder as well as an add-on Cardholder
- 1.06 "Add-on Card" holder means a person to whom a Card is issued as per the instruction of the Principal Cardholder.
- 1.07 "Branch Billing Card" means a Card issued to a Cardholder charges on which are debited to the Cardholders Savings, Current, Overdraft etc. maintained by the Cardholder at a branch of the Bank and so designated by the Cardholder for this purpose.
- 1.08 "Cash limit" means the maximum amount of cash or equivalent of cash as defined in or prescribed by BOI that the Cardholder can withdraw on his Card account. Cash limit forms a subset of the Cardholders credit limit. i.e. spending limit.
- 1.09 "Charges" mean all amounts charged to the Card account under these terms and conditions including but not limited to purchase of goods, services or cash advances by use of the Card or a Card number, entrance fee, annual membership fee, service charges, finance charges, cash advance commission, cash accommodation fee, petrol commission service taxes and other taxes etc.
- 1.10 "Charge Card" means a Card the charges on which are payable by the Cardholder in full on or before the due date of the monthly statement either by debit to a Charge Account or otherwise
- 1.11 "Charge Account" means the current savings deposit/overdraft or other advance account maintained by the Cardholder/appllicant with the Bank and designated by the Cardholder/appllicant to which all the charges payable by the Cardholder are to be debited.
- 1.12 "Charge Slip" means and includes a paper record or electronic record such as formsets, sales slips, terminal receipts, and record of charges, evidencing purchase of goods or services by a Cardholder from a Merchant using a Card.
- 1.13 "Conceded Branch" means the branch office of the Bank at which the charge account of the Cardholder is maintained.
- 1.14 "Credit, Card" means a Card, which gives an option to the Cardholder to pay the charges in full on or before the due date OR to pay a minimum amount as set out in the statement on or before the due date of the Card statement and carry forward the balance by payment of such amount of interest, transactions or other charges as stipulated by the Bank
- 1.15 "Insurance Company" means an insurance company with which the Bank has made arrangements for providing insurance cover to its Cardholders.
- 1.16 "Merchant Establishment" means any company, establishment, firm or person, wherever located which is designated as a VISA/MasterCard merchant and/or with whom there is an arrangement for a Cardholder to obtain goods, services or cash advance by use of the Card or Card number and includes any establishment displaying the VISA/MasterCard symbol which appears on the face of the Card and also includes Automated Teller machines (ATMs)
- 1.17 "Person" means an individual, corporation, firm, company, institution, or other natural or legal person
- 1.18 "Principal Cardholder" means the person to whom and at whose request a Card is issued by the Bank.
- 1.19 "Spending limit" means the credit assigned by the Bank to the Cardholder.
- 1.20 "Statement" means a monthly statement of account sent by the Bank in a Cardholder and any add-on Cardholder in respect of the Card account.

#### 2. USAGE OF THE CARD

- 2.1 The Cardholder shall be deemed to have unconditionally agreed to be bound by these terms and conditions by acknowledging receipt of the Card by signing on the reverse of the Card or by incurring a Charge on the Card if this Cardholder does not wish to be bound by these terms and conditions then he/she must cut the Card in half diagonally and return it to the Bank's Card Products Department at Mumbai or to the Concerned Branch.
- 2.2 In the case of global Card, the Card is valid worldwide and in case of other Cards the use is restricted to the countries printed on the Card at Merchant Establishments accepting VISA/ VISA Electron and MasterCard. However the Bank and Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Card at that Merchant Establishment for any reason whatsoever. The Card shall be used only for bonafide personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder. It is clarified that charges incurred may in case of some Merchant Establishments include a charge for the availment of the service or other facility.
- 2.3 The Card is valid up to the last day of the month of the year indicated on the face of the Card unless cancelled earlier. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of the Bank.
- 2.4 An Entrance fee at the prevailing rate will be levied on opening of the Card Account. An Annual Membership fee at the prevailing rate will be levied upon opening of the Card Account and then annually during the month in which the Card Account was originally opened. An annual membership fee at the prevailing rate will be levied to the add-on Card account annually during the month in which the Card account was originally opened. The entrance fee and annual membership fee(s) are subject to change at the discretion of the Bank.
- 2.5 The Bank may, based on a Cardholder's written request and its sole discretion, issue Add-on Cards to individuals nominated by the Cardholder.
- 2.6 The Cardholder must promptly notify the Bank's Card Products Department at Mumbai in writing of any change in address (office or home) or any other material information already furnished by him/her/company.
- 2.7 The Card must be signed by the Cardholder immediately upon receipt and shall be used (i) by the Cardholder only; (ii) subject to the terms and conditions of this Cardholder agreement and subsequent modifications made by the Bank from time to time. The Bank shall be entitled from time to time to impose/ vary the spending limit whether in amount or otherwise on the use of the Card with or without notice.
- 2.8 The Principal Cardholder shall be fully liable to the Bank for all charges on his/her Card and also for those incurred by add-on Cardholders. The add-on Cardholder shall also along with Principal Cardholder be jointly and severally liable to the Bank for all Charges, even though the add-on Cards were issued at the request of the Principal Cardholder. The Cardholder alone shall use the Card and will not allow any other person to use it on his or her behalf nor shall the Card be handed over or transferred to any one else. The Cardholder agrees that he/she shall not incur any liability when he/she has neither the intention nor the means to discharge the liabilities in accordance with the terms laid down in the Cardholder agreement. The Principal Cardholder may at any time request cancellation of any Add-on Card but will continue to remain liable for any charges on such Add-on Card(s). While each add-on Cardholder will have his/her own independent usage, the expenses shall be charged to the principal Cardholder's account.
- 2.9 The Cardholder must collect the original bill and must sign and 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 avoid liability for the Charges. The Cardholder

must retain his own copy of the charge slips. Copies of charge slips will not normally be provided by the Bank. However, at its discretion, and upon request of the Cardholder, the Bank may provide copy thereof subject to an additional charge at the discretion of the Bank.

- 2.10 With respect to charges on account of mail order or telephone order or electronic commerce (e.g. internet) where a chargeslip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a charge, the Cardholder will first clear his/her outstanding on the Card account and then endeavor to resolve the dispute directly with the merchant.
- 2.11 The Cardholder will be assigned a spending limit for use of his/her Card. At any given time, the outstanding in the Card account should not exceed this limit, except in the case where prior approval is obtained from the Bank for such usage over the spending limit. Notwithstanding the spending limit, the Cardholder shall be liable for all usages/charges made under the Card.

#### 3. MERCHANT TRANSACTIONS

- 3.01 Use of the Card at Merchant Establishments will be limited by the spending limit assigned to each Card Account by the Bank. In case of Add-on Cards issued by the Bank, the extent of use of all Cards will be limited by the Principal Card Account's spending limit.
- 3.02 Any chargeslip or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the amount recorded on such chargeslip or other requisition was properly incurred by the use of the Card by the Cardholder. Should the Cardholder choose to disagree with a Charge indicated in the monthly statement of account, the same should be communicated to the Bank within 20 (twenty) days of the statement date, failing which it would be construed that all charges and the monthly statement of account are entirely in order and the Bank shall be relieved of any liability to prove the transaction. However Bank shall be within its right to recover any amounts with interest at such rates Bank may deem fit in the event it is found that any purchase at withdrawal has not been debited to the Cardholder meant to be paid by the Cardholder.
- 3.03 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardholder should not notify the Bank of this complaint immediately to the Bank's Card Products Department at Mumbai. The Bank is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Card. Any dispute should be settled directly by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder of any obligations to the Bank. The existence of a claim or dispute shall not relieve the Cardholder of his obligation to pay all Charges and the Cardholder agrees to pay promptly such Charges, notwithstanding any dispute or claim whatsoever. No claim by the Cardholder against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.
- 3.04 No exchange of goods/services in respect of transactions where the Card was used may be entertained by the merchant establishment.
- 3.05 Cardholders are advised that the merchant establishments may not honour the Card if such establishments are conducting an advertised Reduction Sale.
- 3.06 Card must not be used for any unlawful purpose including for the purchase of goods or services prohibited by law.
- 3.07 Some transactions may attract a service charge in addition to the amount of the charge at certain merchant establishments, which will have to be borne by the Cardholder.
- 3.08 A purchase and a cancellation of goods/services, e.g. air/fair tickets, are two separate transactions- The Cardholder must pay for the purchase transaction as it appears on the statement to avoid incurring finance or service charges or interest. Credit of refund on account of cancellation will be made to the Card Account (less cancellation charges) only when received from the Merchant Establishment. No cash refund will be given to the Cardholder. If a credit is not posted to the Card Account within a reasonable time, the Cardholder must notify the Bank's Card Products Department at Mumbai.
- 3.09 In the case of disputes regarding charging of Card account of the cardholder by Service Providers of recurring transactions like subscriptions to magazines, mobile telephone services etc Cardholder hereby agrees to cancel their standing instructions to such service providers by notifying them about the cancellation. The Cardholder shall approach the Bank only after such notification of the cancellation to the Service Provider, to resolve any dispute in this regard, subject to clause 2.10 above.

#### 4. CASH ADVANCE FACILITY

- 4.01. The Cardholder can obtain a Cash Advance up to such limits as may be fixed by the Bank from time to time from designated branches of the Bank and/or from other permitted establishments including Automated Teller Machines (ATMS) subject to applicable terms and requirements imposed by the Bank.
- 4.02. A Cash advance commission will be levied at 2-5% of the amount withdrawn subject to a minimum Rs. 50/- per withdrawal on all cash advances or at any such rates that may be notified by the Bank from time to time.
- 4.03. Cash Advances will also be subject to a service charge calculated on daily balances at such rate as applicable from time to time from the date of withdrawal in case of any balance remaining outstanding on due date. The service charge will be debited to the Credit Card account on the last day of the billing cycle.

#### 5. USE AT ATMS

- 5.01. Where any facility has been incorporated in the Credit Card, so that it may be used to effect banking transactions (on any account other than the Credit Card account) at Automated Teller Machines (ATMs), the use of such a facility will be subject to the relevant Bank ATM's terms and conditions in addition to the terms and conditions herein and additional service charge/ transaction fee as applicable shall be payable by the Cardholder.
- 5.02. Whenever ATM facilities are provided on a Card to a Cardholder (1) The Bank will provide a Personal Identification Number to be used in conjunction with the Card when effecting a Transaction Instruction at an ATM. (11) The Cardholder must under no circumstances whatsoever disclose the Personal Identification Number to any other Person, (iii) Any ATM transaction put through using a Card will render a Cardholder liable not withstanding Cardholder claiming non-receipt of the Personal identification number, (iv) The Bank shall be entitled (but not bound) to give effect to any Transaction Instruction upon receipt of the same and as though the same were submitted by the Cardholder to the Bank's Card Products Department or the Bank in writing and signed, and for the avoidance of doubt, the Applicant hereby authorises the Bank to do so, (11) The Bank's record of any Transaction Instruction effected in conjunction with a Personal Identification Number shall be binding on the Applicant as to its consequence.

#### 6. BILLING AND SETTLEMENTS

- 6.01 In case of direct billing to Cardholders, payment should reach the Bank on or before due date of the bill, otherwise, service charges will be levied at the rate of 2.5% p.m. on any such rates that may be notified by the Bank from time to time on the amount outstanding or part thereof from the date of the transaction till the payment is received. This charge is computed on an average daily balance method and will be levied from either of the following dates-
  - a. Where the charge is in respect of purchase of goods or services from the date of it being included in the records of the Bank
  - b. Where the charge is in respect of withdrawal of cash from the date of such withdrawal up to the date of receipt of payment by the Bank
- 6.02. In case of persistent default or otherwise if the Cardholder does not operate his/her Card account satisfactorily, the Bank

at its discretion will withdraw the Card and put it in the "Hot Card Bulletin". If any add-on Card has been issued in such account, the same will also be withdrawn and put in the "Hot Card Bulletin".

6.03. Without prejudice to the liability of the Cardholder to immediately pay all charges incurred, the Cardholder may exercise the option to pay on or before the payment due date, only minimum amount due indicated in the monthly statement and carry forward the balance by paying a service charge at the rate of 1.70% on the amount carried forward. Such service charges shall be levied till the carried forward outstanding are fully repaid. The minimum amount due shall be 10% of the total amount due or such other amount as may be determined by the Bank in its sole discretion. If there are some unpaid minimum amounts due of the previous statements, these will also be added to the minimum amount due of the current statement. If the total outstanding is more than the credit limit then the amount by which the credit limit has been exceeded will also be included in the minimum amount due.

6.04. In case the charge account is overdrawn when the amount of statement is debited to the account, service charges will be levied at the rate of 2.5% per month or such other rate that may be notified by the Bank from time to time, till the overdraft is settled. This temporary overdraft should be adusted within a maximum period of 15 days. In case of persistent default or otherwise if the Cardholder does not operate his/her charge account satisfactorily, the Bank at its discretion will withdraw the Card and will put it in the "Hot Card Bulletin". If any add-on Card has been issued in such account, the same will also be "drawn, and put in the "Hot Card Bulletin".

- 6.05.
- In the case of Credit Cards the minimum payment due from the Cardholder each month will consist of
    - Over limit amount Remounts in excess of the approved spending limit)
    - Overdue amounts (i.e. minimum payment due for payment in the previous billing period remaining unpaid)
    - Entrance fee, membership fee, Card replacement fee etc.
    - Service charges i.e. finance charge on purchases/cash advances, cash advance commission, rail/petrol purchase commission, PIN replacement charges, cheque return charges etc
    - 1.0 % of the current usage
    - late payment fee, if any

- In the case of charge Cards the minimum payment due will be the same as the outstanding amount.
- No interest will be paid on any credit balances in the Card Account.
- A fee in respect of dishonoured cheques will be levied at the discretion of the Bank.
- Payments and credit received against your card outstandings will be adjusted in the order of Service Tax and any other taxes applicable, Service charges, Finance charges, purchase of goods/services shown in the statement and cash advances.

6.06 The Bill/Statement of transaction will normally be sent to the Cardholder every month for the transactions received by the Bank from the Merchant Establishment during the previous 30 days period. However, if the bill is not received by the Cardholder within 7 days of the billing date it is the responsibility of the Cardholder to enquire with the Card Products Department of the Bank at Mumbai, about non-receipt of the Bill/Statement of transaction. The Bank may make available duplicate copy of the Bill/Statement of transaction, upon request. Requests for issuance of duplicate bills beyond three months from the billing date will attract a fee determined by the Bank. Non receipt of bill shall not be construed as a valid reason for non-payment of dues/delayed Payment/Waiver of Service charges and the Cardholder shall be liable to settle outstanding balance on the Card in due time on the basis of his/her charge slip or otherwise evidence of the Charge.

6.07 Cheques/Drafts forwarded to the Bank for clearance of dues must be drawn on payable at any city where the Bank has a branch, Cheques/Drafts drawn or deposited outside these areas are subject to collection charge at the then prevailing rate. Payments will be credited to the Credit Card account on receipt, but should the payment instrument subsequently be dishonoured, the Credit Card account may be suspended, the Credit Card cancelled and the full outstanding balance will become immediately due and payable. The Bank will, at its sole discretion, take necessary measures to recover the money and may include filing a criminal case under the Negotiable Instruments Act 1881.

6.08 If the payment of the whole of the statement closing balance is received by the Bank on or before the Payment Due Date, no Service charge by way of finance charge will be payable.

6.09 If the Cardholder wish to have the revolving credit facility and pay the Bank an amount less than the statement closing balance, the entire outstanding from the date of the statement will attract a service charge. All new transactions will also attract a service charge from the date of posting into the account at the prevailing rate once the account uses the revolving credit facility. This charge will be debited on the last day of the billing cycle and will be applied on daily balances.

6.10 If the minimum amount due is not paid by the payment due date, a late payment fee will be debited to the Credit Card account on the last day of the billing cycle. The Bank also reserves the right to levy penal finance charges at a rate higher than the normal rate in case minimum dues are not paid before the payment due date.

6.11 The existence of a claim or dispute shall not relieve the Cardholder of the obligation to pay all charges, interest and any other demand made on him/her and he/she shall agree to pay promptly all such charges notwithstanding any dispute or claim whatsoever.

6.12 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 or death of the Principal Cardholder. The Principal Cardholders estate will be responsible for settling 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 service/finance charges at its prevailing rate.

6.13 The Bank reserves the right to combine or to consolidate the outstanding balance of Cardholder's Card account with any other accounts which the Cardholder maintains or which may be opened afterwards with the Bank and the Cardholder agrees to transfer any credit balance of this account to set off the outstanding in the Cardholders Card account.

6.14 All charges incurred in foreign currency will be billed in the Cardholder's billing statement in Indian Rupees Cardholder hereby authorizes Bank of India and VISA/MasterCard to convert charges incurred in a foreign currency to the Indian Rupee equivalent thereof at such rate as Bank of India and VISA/MasterCard may from time to time designate. For transactions incurred overseas on a MasterCard, MasterCard settles the transaction with the Issuing Bank in USD irrespective of currency of spends. In the case of VISA Cards the transaction currency for processing International transactions is a wholesale market rate selected by VISA from within a range of wholesale market rates or the government mandated rate in effect one day prior to the Central processing Date plus or minus an additional percentage that the Bank determines.

#### 7. LOSS OF THE CARD

7.01 The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused.

7.02 In the event of the loss or theft of the Card, the Cardholder must immediately lodge FIR with the Police and notify the Bank's Card Products Department at Mumbai by the fastest means of communication such as telephone, fax, text, and telegram etc. at its address given herein under. This must be confirmed in writing within seven days along with a copy of First Information Report lodged with the police. A replacement Card will normally be issued at the Bank's discretion, for a replacement fee to be decided by the Bank.

7.03 The Cardholder will be fully liable for all the Charges on the lost Card. The Cardholder shall be liable for all transactions on the Card up to the time of reporting of the loss/ theft/damage to the Bank.

7.04 Cards which are reported to the Bank as lost/stolen or damaged cannot be used again, even if found or said to be in a non damaged condition subsequently. In case of a Card reported lost or stolen which is subsequently found, the Cardholder should immediately bring the Card into two or more pieces and send the same at the cost of the Cardholder to the Bank for cancellation.

7.05 In the event the loss/theft of Card is not reported in writing as above to the Bank, the Cardholder shall be liable for all the charges transactions on the lost/stolen Card and the Cardholder hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card. In the event the transactions are received by the Bank after the Card has been reported lost or stolen but before the receipt of the Cardholder's written confirmation and police complain UFIR as above, the Cardholder shall continue to be fully liable for all amounts debited to the Card Account, if the Cardholder is able to prove to the satisfaction of the Bank that the Card was safeguarded, the loss/ theft was promptly reported by the Cardholder in writing to the Bank and in general the Cardholder acted in good faith and with reasonable care and diligence, then in such an event the Bank may in its sole discretion limit the Cardholders liability from the time of reporting of loss to Bank to ₹ 1,000/-.

7.06 If the lost Card is used overseas, the Cardholder shall be liable for the entire amount of overseas usage. The Card will be listed in the Warning Bulletin Overseas at the request and cost of the Cardholder to prevent any further loss.

7.07 If a Card is lost/stolen while travelling outside India, the Cardholder must immediately inform either the Bank's Card Products Department in India or the MasterCard Global Emergency Assistance service will be billed by the Bank and payable by the Cardholder. In either case, the Cardholder must also file a report with the local Police/Law enforcement agency where the loss/theft occurred. The Cardholder must send the Bank's Card Products Dept the ank a copy of the acknowledged report filed with the local police/Law enforcement agency. The Cardholder will be liable for Charges incurred on the Card until the Bank's Card Products Department in India or the Visa/MasterCard Global Emergency Assistance Helpline are intimated of the loss. A Cardholder may report a Card lost over the telephone duly supported thereafter by written intimation, duly signed. The Bank may upon adequate verification, temporarily suspend the Cardholder, on this account. After effective intimation to the Bank's Card Products Department in India in the event of Card lost/stolen in India, or effective intimation to either the Bank's Card Products Department in India or the MasterCard/Visa Emergency Assistance Helpline in the event of Card lost/stolen in India, or effective intimation to either the Bank's Card Products Department in India or the MasterCard/Visa Emergency Assistance Helpline in the event of Card lost/stolen outside India, will be as mentioned in para 7.05 above.

#### 8. OVERSEAS USAGE

8.01 The globally valid Card issued to the Cardholder is not valid for payment in foreign Exchange at Merchant Establishment in India, Nepal and Bhutan.

8.02 International Credit Cards can be used on Internet for any purpose for which exchange can be purchased from an authorized dealer in India

8.03 International Credit Cards cannot be used on internet or otherwise for purchase of prohibited items like lottery tickets, banned or prescribed magazines, participation in sweepstakes, payment for call back services etc. since no withdrawal of foreign exchange is permitted for such items/activities

8.04 There are no aggregate monetary ceilings separately prescribed for use of international Cards through Internet

8.05 Authorized dealers can accept payment by debit to Credit Card for exports made out of India irrespective of whether the importer/clearance agent is India or not. Therefore authorized dealers may receive payment for exports made out of India by debit to the Credit Card account of an importer where the reimbursement from the Card issuing bank/organization will be received in foreign exchange.

8.06 In respect of Cards the use of which is valid only in India and Nepal the Cardholder undertakes not to use the Card outside India and Nepal. Any overseas usage of the Card valid in India and Nepal for any purpose including subscription to magazines, etc. is a violation of Foreign Exchange Management Act and the Cardholder will be liable for action as deemed necessary and as per Reserve Bank of India guidelines. In such case the Cardholder will not only be liable for prosecution but would also be liable to pay the dues immediately, for such usage and would entail cancellation and subsequent hot listing of the Card. In addition to the above the Cardholder would be liable for all the expenses incurred by the Bank for hotlisting the Card and for currency exchange dsks. In the case of globally valid Cards utilisation of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of failure of the Cardholder to comply with the same, the Cardholder is liable for action under the Foreign Exchange Management Act, 1999 and may be debarred from holding the Bank's globally valid credit Cards either at the insistence of the Bank or the RBI. The Cardholder shall indemnify and hold harmless the Bank from and against any and all consequences arising from the Cardholder not complying with the Exchange Control Regulations of the RBI or rules framed under FEMA, 1999 or any law being in force in India and/or any other country/State/Continent wherever located in the world at the time and for any violations the Cardholder will be directly and personally liable to appropriate authorities.

#### 9. SURRENDER/CANCELLATION OF THE CARD

9.01 The Card remains the property of the Bank at all times and will be returned by the Cardholder to the Bank or any person acting for the Bank, at the request of the Bank. The Cardholder may at any time by notice terminate the use of the Card (without affecting his or her liability in respect of the use of the Card prior to termination) by surrendering his or her Card to the Bank. The Bank may cancel the Card at any time without notice or refuse to re-issue, renew or replace any Card. Unless and until such termination occur the Bank will re-issue the Card from time to time in accordance with this agreement. Membership fee will not be refunded on surrender/cancellation of Card.

9.02 In the event Charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable on charges incurred on the Card, whether or not the same are the result of the misuse and whether or not Bank of India has been intimated of the destruction of the Card.

9.03 The Bank has the right to withdraw the privileges attached to the Card and/or has right to call upon the Cardholder to surrender the Card and/or to pick it up through the Bank's representative and/or through the Merchant Establishments or their representative without assigning any reason or reasons whatsoever. Use of the Card after notice of withdrawal of privileges is fraudulent and subjects the Cardholder to legal proceedings.

9.04 The Cardholder agrees that if his/her membership is on Company/Firm account and in care he/she ceases to be in the employment of the Company, he/she shall ensure that the Card issued to him/her is surrendered immediately to the Bank through his/her Company for cancellation. However the Company/Firm shall be liable for all the transactions done by the Cardholder even after himself/herself ceasing to be their employee.

9.05 The company/firm undertakes to inform the Bank immediately in the event of the employee ceasing to be in their employment and further undertakes to procure the Card from the employee and surrender it to the Bank. The Company/Firm continues to be liable for the usage of the Card till the time the Card is returned to the Bank for cancellation.

#### 10. RENEWAL

10.01 The Bank at its discretion may renew the Card automatically before the expiry date. The renewal membership fee will be debited to the Card Account. If a Card is to be discontinued, the Cardholder/Company/Firm should inform the Bank about it at least two months prior to expiry date of the Card.

#### 11. PERSONAL ACCIDENT INSURANCE COVER

11.01 Personal accident insurance covers only loss of life directly from accident caused by External Violent and Visible means, as per the terms of the Policy issued by the Insurance Company.

11.02 In the event any insurance cover or benefit of any insurance cover is made available to the Cardholder by an insurance company at the request of the Bank, the Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever and that the insurance company will be solely liable for all claims thereunder. The Cardholder and/or his legal heirs shall not hold the Bank responsible for any manner 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 any other matter in relation to the insurance cover shall be addressed to and resolved directly by the legal heirs of the Cardholder with the insurance company.

11.03 The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force and only so long as the Card Account is maintained in good standing and no membership fee remains outstanding in respect of the Card. On the Card being suspended or cancelled for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of suspension/cancellation of the account. The Cardholder hereby agrees to abide by the terms of the above said policy and further agrees that it is his/her responsibility to obtain a copy of the same from the Bank.

11.04 The Cardholder agrees that the insurance claims may be placed in the by the insurance company at the direction of the Bank until satisfactory discharge.

#### 12. MISCELLANEOUS

12.1 The Bank, at its sole discretion, can appoint agents for recovery of any outstanding on the Card or initiate any other action allowed by law for recovery of all monies owing to the Bank.

12.2 The Cardholder shall be liable for all costs associated with the collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or where legal recourse for enforcement of payment has been taken.

12.3 The Cardholder expressly recognizes and accepts that the Bank shall be absolutely entitled to sell, as-sign 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 the Cardholder on behalf of any purchaser, assignee or transferee) the receivables outstanding and dues of a Cardholder to any third party of the Bank's choice without reference to or without written intimation by the Bank to the Cardholder and any such sale, assignment or transfer shall bind the Cardholder to accept such third party as a creditor exclusively or as a joint creditor with the Bank. The Bank may at its sole discretion retain the right 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 of its rights and recovery of outstanding and dues shall be debited total account of the Cardholder.

12.4 Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to the Card, the Cardholder 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 Cardholder agrees to hold the Bank harmless in respect thereof.

12.5 The Cardholder hereby authorises the Bank or its representatives to contact his/her employer, banker or any other source to obtain and/or verify any further information that may be required.

12.6 If required by law or if considered necessary to do so for proper management of credit or business 6sk or for any other reason, the Bank reserves the right to disclose any and all Cardholder information to any Court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of Central Government or State Government, RBI, Income Tax authorities, Statutory authorities, CIBIL, credit reference agency, financial institution or any company which is an affiliate or associate or parent or subsidiary of the Bank. The Cardholder acknowledges that information on usage of credit facilities by customers are also exchanged amongst banks and financial institutions which provide credit facilities and the Card may be cancelled on receipt of any adverse market information in relation to the Cardholder without any liability on the Bank to disclose any details thereof to the Cardholder.

12.7 The Cardholder authorises disclosure of his/her account information by the Bank to any third party engaged to provide any service in connection with operation of the Card Account and/or marketing of various services.

12.8 The Cardholder agrees to comply with all applicable laws and regulations from time to time which government may be affected by the use of the Card.

12.9 Any forbearance, delay or failure on part of the Bank to exercise any right under this Agreement shall not operate as waiver of such a right nor preclude any further exercise of that right.

12.10 Any notice, given by the Bank hereunder will be deemed to have been received by the Cardholder within 7 days of posting to the Cardholder's address last notified in writing to the Bank. Any notice may also be sent by fax, Email or communicated verbally and confirmed in writing by post or fax. The Bank shall not be held accountable for delays in receipt of notices by post. In the event of any change in the Cardholder's employment and/or office and/or residential address and/or telephone numbers, the Cardholder shall inform the Bank promptly in writing.

12.11 This Agreement shall be governed by and be construed in accordance with the laws of India.

#### 13. JURISDICTION

13-1. All disputes are subject to the exclusive jurisdiction of the Courts in Mumbai, however the Bank may enforce these terms and conditions in any Court of Competent Jurisdiction in India.

#### 14. AMENDMENTS TO TERMS AND CONDITIONS

14.1. The Bank is entitled to add/alter/amend these rules as it thinks fit in its absolute discretion and without assigning any reason whatsoever and the same shall be binding on the Cardholders.

### BANK OF INDIA

CARD PRODUCT DEPARTMENT, 4th Floor, Bank of India Building, 70/80, M. G. Road, Mumbai - 400 001.  
Tel.: 2268 2040 / 2268 2031. Fax : 2268 2043 / 2268 2042 • Email: card4u.CPD@bankofindia.co.in