

TERMS AND CONDITIONS

or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/ merchants/outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

Indemnity:

The Cardholder hereby agrees to indemnify the Bank for all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of Negligence/mistake or misconduct of the Cardholder.

Breach or non-compliance of the rules/terms and conditions relating to the Card and account. Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents.

ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures.

The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the foreign exchange laws of India, the Exchange Control Regulations of the RBI.

Card Usage and Multiple Account Linkage:

The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility on them.

In case of Cards linked to multiple accounts:

The account selection facility may not be available at all ATMs; hence all transactions at these ATMs will affect on the primary account linked to the Card.

In case the account selection facility is available at ATMs then the Cardholder will have the option to choose the account to conduct the transaction.

The account select facility may not be available for all transactions that may be performed at an ATM but may be limited to certain transaction only depending on the functionality of that ATM. In such cases transactions will be affected on the primary account linked to the transactions. At Merchant Establishments, transactions will be affected on the primary account linked to the card.

Where the account selection facility is not available, transactions will be affected on the primary account linked to the Card. In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same Card.

You will not attempt to withdraw funds/purchase goods or services using the Card unless sufficient funds are available in your account. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. The Bank will determine this charge from time to time.

Right of Set off:

In the event of an account being overdrawn, the Bank reserves the right to set off overdrawn amounts against any credit lying in any of your other accounts held jointly or singly, without giving any notice. Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.

Services from Visa Global Assistance:

Communications and arrangements of services of an Emergency Assistance program are provided by a third-party service provider and are paid for by Visa International and the Cardholder is responsible for the cost of any and all medical, legal or other services that may be availed of. Assistance would be provided on a best efforts basis only and also may not be available or be suspended due to problems of time, distance or locations. Medical and/or legal professionals suggested and/or designated by VISA International are not employees of Visa International or of the Bank and therefore, Visa International and the Bank are not responsible for the availability, use, acts, omissions, or results of any medical, legal or transportation service availed of by you. The Bank does not accept any responsibility for the arrangement or the use of such services.

Insurance Benefits:

The Cardholder specifically acknowledges and agrees that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover that may be provided, and the insurance company will be solely liable, whether in case of a death of a Cardholder or otherwise, and the Cardholder shall not hold the Bank responsible or liable for any matter arising out of or in connection with 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 Insurance company.

The Cardholder further acknowledges that the insurance cover 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 Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/account being cancelled or withdrawn 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 cancellation or withdrawal. The Bank may at any time, at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason therefor, suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue the same.

Merchant location Usage:

The Card would ordinarily be honoured by Merchant Establishments in India and in other countries which display the Visa logo. The Bank is not responsible or liable for refusal by any Merchant to accept the Card for any reason whatsoever. However, you may report to the Bank any Merchant/bank refusal, detailing the name, location, date and time of the transaction and other details that will assist the Bank

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in its investigations.

Card promotion al material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with your Card.

The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorised.

The Card will be honoured only when it carries the signature of the Cardholder. The Card is operable with the help of the Cardholder's signature or the PIN at EDC terminals installed at Merchant locations depending on the functionality of the EDC terminal.

Each Transaction is deemed authorised and completed once the terminal generates a Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card. The Cardholder should ensure that the Card is used only once at the Merchant location for every transaction. The Sales Slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.

The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount. As per industry standards, a surcharge of 2.5% on purchase value may be applicable at certain merchant categories like petrol stations, rail tickets booking, etc.

You must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will also be your liability.

Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.

All Refunds and Adjustments due to any Merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured only based on the Available Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from acts of dishonouring the payment instructions.

The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as Unauthorised.

The Card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as Unauthorised.

The Cardholder would be solely liable for all unauthorised acts and transactions.

You must not at any point, hand over your Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM/ Merchant Establishment at the time of any transaction undertaken by you.

Cardholder disputes with Merchants:

Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Cardholder with the Merchant. The Bank is not in any manner responsible for any issues regarding goods and services received by the Card holder including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Card facility is only a facility to the Cardholder available to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, you may report the to the Bank with details of the name, location, date and time of the transaction and other details that will assist the Bank in its investigations and possible resolution of complaint which the Bank is not obliged to ensure.

International Usage and Government of India/Reserve Bank of India (RBI) requirements:

The Debit card is valid for use both in India as well as outside India within the foreign exchange entitlements as stipulated by the Reserve Bank of India (RBI) from time to time.

You shall ensure adherence to all requirements of the Exchange Control Regulations with regard to foreign exchange entitlements as stipulated by the RBI from time to time.

As per current RBI guidelines, the Card is valid for use both in India as well as outside India but is not valid for payment in foreign exchange in Nepal and Bhutan.

Cardholders emigrating and/or proceeding abroad on permanent employment or intending to become a Non Resident Indian (NRI) must surrender the Card at a prior time and clear all the card outstanding.

You may use the Card for foreign currency withdrawals only under the Basic Travel Quota (BTQ) Scheme of the Exchange Control Regulations. You cannot use the Card for any other reasons. Usage of the card outside India will be made strictly in accordance with the Indian foreign exchange laws and regulations including the Exchange Control Regulations of the Reserve Bank of India. In the event of any failure to do so, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued thereunder from time to time.

The card may be used by all residents going abroad for all bonafide personal expenses, including the purchase of goods for personal use provided. The total foreign exchange drawn during a visit overseas

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should not exceed the entitlement. Import of goods so purchased into India would be governed by the baggage rules/EXIM policy in force. The entitlement for exchange should be ascertained by you prior to a trip, from the authorised dealer through whom reimbursement is being validated.

You may, if you so desire, draw foreign exchange against the Card in the form of foreign currency notes/travelers cheques to the extent of the entitlement from an authorised dealer/full fledged money changer. Sale of such foreign currency notes/travellers cheques from entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. Exchange withdrawn from an Authorised Dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travelers cheques should be endorsed in the passport.

The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations e.g. for subscription to (a) magazines which are on the proscribed/banned list (b) Pools, sweepstakes, lotteries etc. (c) internet sites selling products/services for which release of foreign exchange is not permitted. The Bank reserves the right to report such violations to the Regional office of the Exchange Control Department giving full details. The Cardholders right to use the Card would cease forthwith.

As per extant RBI guidelines, in case the amount on account of the use of your Card overseas would exceed your foreign exchange entitlement, you must provide the reimbursement claimed and the Bank is authorised to report the matter to the Regional office of the Exchange Control Department giving full details.

Under no circumstances should the payment of Debit Card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand for payment on a cardmember and non-payment shall render the cardmember liable to risk of withdrawal of your Card membership, with the Bank also having the right to take such other appropriate action.

All transactions conducted other than in Indian Rupees shall be converted through the Visa International Settlement System. The debit to your account shall include commission or fees chargeable by Visa and 2.5% conversion commission chargeable by Standard Chartered Bank. This exchange rate will be binding on the Cardholder.

The onus of ensuring compliance with the provisions of the Foreign Exchange Management Act, 1999 and any re-enactment or modification thereof or amendments thereto, the prevailing Baggage Rules and EXIM policy and Regulations in force, rests solely with you.

You accept full responsibility for wrongful use and use in contravention of these Rules and Regulations and undertake to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charges that the Bank may incur and/or suffer on account thereof.

Failure beyond the Control of the Bank:

We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

Ability to refuse payment:

Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes calls into question your ability to transact on your Card, we may, at our option and without liability to you or to the Bank, decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required including by applicable law.

The Bank reserves the right to deduct from your account service charges and any expenses the Bank incurs, including without limitation legal fees, due to legal action involving your Card.

Waiver of surcharge on fuel purchases:

Gold Debit Cardholders may avail of a waiver of a 2.5% surcharge on fuel purchases made using the Gold Debit Card, at all Petroleum outlets. The petroleum outlets will be identified using the Merchant category Code (MCC) guideline of the VISA franchisee under which the retailer has registered. This surcharge amount is calculated as per prevailing market practice and subject to change. The Bank reserve the right to change the same and / or the terms and conditions of the Gold Debit Card. The Waiver of surcharge will be done by the Bank on a best effort basis and based on a set of identifiers of the said establishments based on transaction files / data received through Visa or otherwise. The Bank is not responsible for any inaccuracy in this data / these files and not liable for a non-waiver on the surcharge based on the same.

The reversal of 2.5% surcharge will be limited to valid fuel purchases subject to a maximum purchases value of Rs. 20,000 per account per month. Purchases beyond this amount will be entitled to receive the waiver on the surcharge amount.

These terms and conditions form the contract between the Cardholder and the Bank. By applying for and accessing the service of the Standard Chartered Bank Debit Card, you acknowledge and accept these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any Account and may change from time to time.

Debit Card

Standard
Chartered



Debit Card Terms and Conditions

Here for good

