

MOST IMPORTANT TERMS AND CONDITIONS
For American Express®Cards

(a) FEE AND CHARGES

(I)&(ii) Joining fee and Annual membership fee for primary cardholder and add-on cardholder

Joining fee and Annual membership fee are payable for use of the Basic Card and each Supplementary Card issued At the request of the Basic Cardmember. Joining fee is a one-time fee levied at the time first issuance of the Card. Annual fee is levied every year at the start of membership year. Joining fee and Annual fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion.

Product	Joining Fee	Standard Annual Fee	Standard Add on Card fee (Where Applicable)	Membership Rewards Fee (Frequent Traveler Option - FTO) / (Non-Frequent Traveler Option - NFTO)
American Express Gold Charge Card	Rs. 1500	Rs.3100	Rs.1500	Rs 800 (FTO) Rs 250 (NFTO)
American Express Green Charge Card	Rs. 1200	Rs.2100	Rs.950	Rs 800 (FTO) Rs 250 (NFTO)
Indian Airlines American Express Gold Card	NA	Rs.5900	Rs.2000	FTO Bundled with the product
Indian Airlines American Express Green Card	NA	Rs. 3750	Rs. 2000	FTO Bundled with the product

Service Tax: Service Tax (and any Education cess thereon) is levied as per the prevailing rate of Service Tax on fee, interest and Other service charges.

(iii)&(iv) Cash Advance / Express Cash and Charges levied for other transactions

Cash Advances Fees	Services Charges
Cash On Card/Cash Advance	3.5% Per Transaction subject to a minimum of Rs.250
Services/ Transactions	Service Charges
Dial a Draft / Pay Phone	2.5% per transaction
Duplicate Statement Fee	Rs.100 per statement for statements older than 3 months
Cheque/ECS Return Fee	Rs.250 per Returned Instrument
Record of Charge/Summary of charge Retrieval Fee	Rs.100 Per Retrieval
Surcharge on Purchase of Railway Ticket	1.8% of the transaction value if booked on the internet (IRCTC)
Surcharge on Fuel Purchase	2.5% of the transaction value (0% at HPCL Gas Station)

Service Tax: Service Tax (and any Education cess thereon) is levied as per the prevailing rate of Service Tax on fee, interest and other service charges.

(V) Interest Free (Grace) Period

All charges are due immediately upon receipt of our monthly statement, payable by the due date given on the statement. In the event of non-receipt of monthly statement, the Cardmember is required to make full payment of the Charges within 21 days of incurring the charge on the basis of Cardmember's copy of the Record of Charges (ROC), or earlier, if requested by American Express.

Indicative example: For a Monthly Bill Statement dated 13-Jan-06, the total amount payable by the Due Date is Rs 12000. Then, the Cardmember is required to pay the full amount of Rs 12000 on or before the Payment Due Date.

(vi)&(vii) Finance Charges for both Revolving credit and cash advances and Overdue Interest Charges

As per the product, Charge Cardmembers are not allowed to revolve on the overdue balance on their Card by paying finance charges. Charge Cardmembers are expected to make the payment for total amount due on the due date or within 21 days of incurring the charge.

(viii) Delinquency Charge

Delinquency Fee (on overdue account balance)

Delinquency Fee is levied at the rate of 5% on the unpaid balance (with a minimum monthly Delinquency Fee being Rs.300). Delinquency Fee is levied if American Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the due date. Subsequently, Delinquency Fee at the rate of 5% per month will be levied on any unpaid balances at the end of each interval of 15 days until payment is received in full. Unpaid Delinquency Fee will itself be treated as overdue amount and will be further subject to Delinquency Fee.

Sample Illustration A Charge Card member has a total amount due of Rs 12,000 payable the Due Date. If the Card member does not pay this full amount by the Due Date, the Delinquency Fee that will appear in the next month's bill statement will be calculated as: 5% * 12,000 = Rs 600. Thus the Card member would be charged Rs 600, Which is the Delinquency Fee payable.

Service Tax: Service Tax (and any Education cess thereon) is levied as per the prevailing rate of Service Tax on fee, interest and other service charges.

(b) DRAWAL LIMITS

(i)&(ii) Credit Limit and Available Credit Limit

There is no limit on American Express Charge Cards. Whilst the Cardmembers are usually free to spend as much as they please, based on the declared personal resources to American Express, past spending and payment patterns, American Express reserves the absolute right to deny authorization for any requested Charge.

(iii) Cash Withdrawal Limit

Charge Cardmember may access cash by way of Cash Advances, subject to terms and conditions applicable to Express cash facility, American Express issuing Cardmember a PIN for cash access and limits as listed below. American Express may vary the amounts that the Cardmember can access at its discretion.

Product	Cash Withdrawal Limit
American Express Gold Charge Card	Rs. 10,000 every 14 days
American Express Green Charge Card	Rs. 8,000 every 14 days
Indian Airlines American Express Gold Card	Rs. 10,000 every 14 days
Indian Airlines American Express Green Card	Rs. 8,000 every 14 days

(c) BILLING

(i) Billing Statements Periodicity and Mode of Sending

American Express will send the Cardmember a Monthly Statement through courier or regular post, for each billing period during which there is any activity or a balance outstanding on his Card Account.

(ii) Minimum Amount Payable

Charge Card members are required to pay the full amount as shown in the Statement of Account, by the Payment Due Date.

(iii) Method of Payment

Charge Cardmembers can make the payment, in Indian Rupees, through a crossed draft or cheque or through Electronic Clearing System (ECS) as introduced by RBI payable to "AEBC Card No. 3769 xxxxxx xxxxx".

(iv) Billing Disputes Resolution

In the event of any queries on the monthly statement of the Card Account submitted to American Express in writing within 21 days of the statement date, American Express would take reasonable steps to assist the Cardmember by providing information in relation to charges to the Card Account. If Cardmember does not notify American Express of an error or omission on the statement within 21 days of the date of statement, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.

(v) Contact Particulars of 24 hour call centres of card issuer

Should the Cardmember require any assistance, Bank's 24 Hours call center can be contacted at the numbers mentioned herein below: Gurgaon-2801800 / 9810900800 Mumbai-9892600800 Chennai-28515800 Bangalore-22481800

(vi) Grievances Redressal Escalation Contact Particulars of officers to be contacted

If the Cardmember is unsatisfied with the response received, the Cardmember can address the grievance to:

Ms. Ashima Chopra / Ms. Shikha Jain Executive Correspondence Unit American Express Banking Corp. Cyber city Tower C, DLF Bldg.No 8, Sector-25 DLF city Phase II , Gurgaon-122002 Phone No. 0124-4190044/0124-4190051	For escalation of grievances, the same can be addressed to: Mr. Jayant Sood Head of Operations American Express Banking corp. cyber city Tower C, DLF Bldg.No 8, Sector-25 DLF city Phase II , Gurgaon-122002 Head-Customerservicesindia@aexp.com
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(vii) Complete Postal Address of the Card Issuing Bank

American Express Banking Corp.
Cyber City, Tower C, DLF Bldg.No 8, Sector-25
DLF city Phase II , Gurgaon-122002

(viii) Toll Free number for Customer Care Services

American Express does not offer a toll free number. However customers may call any of the numbers stated in point (v) above for assistance.

(ix) Charges in Foreign Currency

If a Cardmember makes a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees. The conversion will take place on the date the Charge is processed by overseas American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting the U.S. Dollar amount into Indian Rupees. If the Charge is in U.S. Dollars, it will be converted directly into Indian Rupees.

Unless a specific rate is required by applicable law, the Cardmember understands and agrees that the overseas American Express treasury system will use conversion rates based on interbank rate that it selects from customary industry source on the business day prior to the processing date, increased by a Currency Conversion Factor assessment (currently 3%) on such Charges. If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

(d.) DEFAULT AND CIRCUMSTANCES

(i) Procedure (including notice period) for reporting a cardholder as defaulter

A Charge Card account would be overdue or in default due to one or more of the following circumstances:

- Cheque or ECS payments that are not honoured for the full amount
- Failure to pay the full amount by the Due Date (as on the Card Account Statement)
- If any statement made by the Cardmember to American Express in connection with his Card was false or misleading
- For failure to comply with the Terms & Conditions of the Card.
- If a petition for Card member's bankruptcy is issued or if any attempt is made by any other creditor to seize any of his property

If Card member's Account is in default, American Express requires him to pay immediately all sums outstanding on his Account and American Express reserves the right to cancel his Card. Card member account rolling into 90 days past due (as indicated in the last unpaid billing statement) for over Rupees Five thousand are reported as defaulters.

(ii) Procedure for withdrawal of default report and the period within which would be withdrawn after settlement of dues

Card member's name will be listed in the default report basis his performance history. An evaluation of withdrawal of Card member's name from the Defaulter List is based on American Express' policies, procedures and discretion.

(iii) Recovery procedure in case of default / account overdue

Bank uses the following follow-up and recovery channels in case of default:

- **SMS:** Messages will be sent on the mobile phone number provided by the Card member politely reminding him of his missed payment.
- **Letters:** Letter will be sent at the mailing address provided by the Card member to inform him on his overdue amount, payment due dates and the subsequent delinquency fee levied as well as the consequences of non-payment.
- **Telephone:** Card member will be contacted at office and residence telephone numbers to check the status of his payments and to inform him of his overdue amounts.
- **Field visitation:** Visit by an Authorized Recovery Personnel appointed by the Bank would be done at the Contact address of the Card member. The Recovery Personnel would politely advise the Card member for regularizing his overdue account and would also address any issues/ concerns that the Card member may have on his Card Account.
- **Legal Recourse:** Legal opinion will be resorted in exceptional situations, in the event of advance stages of Card member's default.

(iv) Recovery of dues in case of death / permanent in-capacitance of cardholder

American Express offers a waiver of outstandings upto Rs 50000 on the Card in case of death of the Basic Card Member. If the outstanding amount is more than Rs. 50000, letter and telephone follow-up will be done with the next in kin / family /etc of the deceased, informing them about the deceased Card member's outstanding amount and advising them to regularize the Account.

(v) Available Insurance cover for cardholder and date of activation of policy

(Insurance Cover is not available for Supplementary Cardholders other than as mentioned below)

(All amounts in INR, unless otherwise specified)

Type of Card Details	American Express Gold Card	American Express Green Charge Card	Indian American Express Gold Card	Indian American Express Supplementary Gold Card	Indian American Express Green Card
Personal Accident by Air Death	40,00,000	2,500,000	INR 75,00,000 - If ticket bought on Card & INR 40,00,000 - If ticket bought through other means	40,00,000	INR 5000000 - If ticket bought on Card & INR 2500000 - If ticket bought through other means
Personal Accident Death by Other than Air	3,00,000	300,000	3000,000	300,000	3000,000
Permanent Disablement	1,00,000	100,000	100,000	100,000	100,000
Purchase Protection -90 Days	1,50,000	75,000	150,000	150,000	75,000

Type of Card Details	American Express Gold Card	American Express Green Charge Card	Indian American Express Gold Card	Indian American Express Supplementary Gold Card	Indian American Express Green Card
Waiver of Liability / Unpaid Liability	50,000	NA	NA	NA	NA
Home Protection	NA	NA	100,000	100,000	NA
Loss of Accompanied Baggage	25,000	NA	25,000	25,000	25,000
Loss of Checked-in baggage	25,000 for domestic and 50,000 for International	NA	NA	NA	NA
Delay of Checked-in baggage International	25,000	NA	NA	NA	NA
Delayed Flight	10,000 Domestic and 25,000 International	NA	NA	NA	NA
Missed Flight	10,000 Domestic and 50,000 International		NA	NA	NA
Loss of Passport	25,000	NA	10,000	10,000	10,000
Overseas Medical Insurance	USD 50,000 Cover Limited to 30 days of Overseas Travel Only				

Insurance Benefits are provided by ICICI Lombard General Insurance Co. Ltd. and the Cardmembers are required to settle insurance claims with ICICI Lombard General Insurance Co. Ltd. directly. Other terms and conditions, limits and exclusions apply.

Date of Activation of Policy

On enrolment, Card member becomes automatically eligible for the Insurance benefits (excepting Overseas Medical Insurance), subject to timely payment of Annual Fee. These benefits remain as long as the Card account remains valid. Overseas Medical Insurance is valid only after the card member has registered his overseas trip with ICICI Lombard. Please refer to the welcome pack for more details.

(e) TERMINATION/REVOCAION OF CARD MEMBERSHIP

(i) Procedure for surrender of card by cardholder - due notice

Any Card member, at his discretion, can surrender or terminate Card membership at any time. He may call at Bank's 24-hour help line (Card Service) phone number or make a written request to American Express. The Termination of Card will only be effective when American Express receives all such cards (issued for use on the Account) cut into half and the payment of all amounts outstanding in respect of the Account.

(f) LOSS/THEFT/MISUSE OF CARD

(i) Procedure to be followed in case of loss / theft / misuse of card mode of intimation to card issuer

Card member must notify American Express immediately if Card is lost, stolen, mutilated, or not received when due or if he suspects that the Card is being used without his permission. Card member can call the 24-hour help line (Card Service) phone numbers to inform about this loss or theft. American Express would immediately block the usage of the lost / stolen card, and issue a replacement Card in lieu of that. If the lost Card is subsequently received, it must not be used. The replacement Card and subsequent renewals of it must be used instead. The retrieval of the original Card must immediately be reported to American Express and it must be cut in half and the pieces returned to American Express

(ii) Liability of cardholder in case of (i) above

Provided that Cardmember has acted in good faith, his liability arising out of any unauthorised use of the Card prior to reporting to American Express shall be limited to Rupees one thousand only. The liability of the Card member after American Express receive the above report shall be "nil"

(g) DISCLOSURE

The Credit Bureau Information India Ltd. (CIBIL) is an initiative of the Government of India and Reserve Bank of India to improve the functionality and stability of the financial system. All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of this, American Express would be reporting data (positive or negative) relating to Card member's account from time to time to CIBIL and any other agency as the Bank may deem fit. American Express will also share the Card member information with its group / associate / entities or companies where it has tie-up arrangements for providing other financial service products, until and unless clearly stated otherwise by the Card member. *In addition to the above, please refer to the welcome Pack sent to you for detailed terms and conditions of American Express Cards.*

The MITC updated as on Oct, 2007 and circulated by American Express Banking Corp. as a part of all creditcard applications in compliance to circular no. RBI/2007-2008/32 DBOD.FSD.BC.17/24.01.011/2007-08 dated July 02, 2007 Master Circular on Credit Card Operations of banks issued by Reserve Bank Of India for Credit Card Operation of banks.

