



## MOST IMPORTANT TERMS AND CONDITIONS FOR AMERICAN EXPRESS® CREDIT CARDS

The MITC updated as on 19 January 2024 and circulated by American Express Banking Corp. as a part of all Credit Card applications in compliance to Master Circular on Credit Card Operations of Banks issued by Reserve Bank of India for Credit Card Operation of Banks. Cardmember/ Cardholder shall mean any person holding any of the American Express Credit Card defined herein. Specific reference is given if any Terms and Conditions are applicable only to a particular American Express Credit Card. This MITC is to be read along with the application form, Cardmember Agreement, Cardmember T&Cs and any other Agreement signed and/or accepted by the Cardmember for the full and comprehensive knowledge and information about the Card products and all the associated Charges/Fee, services, benefits and privileges as applicable/ available on such Card products. Please refer to the American Express website ([www.americanexpress.com/in/](http://www.americanexpress.com/in/)) for most updated Terms and Conditions.

### (a) FEE AND CHARGES

- (i) **Joining Fees for Primary Cardmember and for Supplementary Cardmember** – not applicable; Such fees and charges may be levied to new Cardmembers in future.
- (ii) **Membership Fee for Primary Cardmember and Supplementary Cardmember** Membership Fee is payable for use of the Credit Card and for each Supplementary Credit Card issued at the request of the Basic Credit Cardmember. Annual Fee is levied every year at the start of membership year.

The Membership Fees for all Credit Cards are as detailed below. Annual Fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion. **Applicable Tax:** Any Charges mentioned anywhere in this MITC are exclusive of the applicable tax which is billed along with the fee that appears on the billing statement and is levied as per applicable taxes.

**Important Note:** Finance Charges per month will change for certain products effective 5 August 2019. Please refer below table for the latest Finance Charges.

Product	Membership Fee (Subject to change basis offer)	Standard Supplementary Card Fee*	Membership Rewards Tier**	Finance Charges Per Month for Goods & Services, Cash & Balance Transfer
American Express Platinum Reserve <sup>SM</sup> Credit Card- Option 1***	₹50,000(Lifetime Foundation Fee) ₹10,000 (Annual Maintenance Fee)	₹1,500	FTO	3.5% p.m.

American Express Platinum Reserve <sup>SM</sup> Credit Card-Option2	₹5,000 (1st Year) and ₹10,000 (2nd Year onwards)	₹1,500	FTO	3.5% p.m.
American Express Platinum Travel Credit Card	₹3,500 (1st Year) and ₹5,000 (2nd Year onwards)	₹1,500	FTO	3.5% p.m.
American Express Membership Rewards <sup>®</sup> Credit Card	₹1,000 (1st year) ₹4,500 (2nd year onwards)	₹1,500	FTO	3.5% p.m.
American Express Gold Credit Card	₹2,000 (1st Year) and ₹2,000 (2nd Year onwards)	₹1,000	FTO	3.5% p.m.
American Express PAYBACK Credit Card	₹750 (1st year) ₹1,500 (2nd year onwards)	₹750	PBCO	3.5% p.m.
American Express Smart Earn <sup>™</sup> Credit Card	₹495 (1st Year) and ₹495 <sup>##</sup> (2nd Year Onwards)	₹250	FTO	3.5% p.m.

\*Up to 4 Supplementary Cards for American Express<sup>®</sup> Platinum Reserve<sup>SM</sup> Credit Card, 1 Card for American Express PAYBACK<sup>®</sup> Credit Card/American Express<sup>®</sup> Gold Credit Card/ American Express SmartEarn<sup>™</sup> Credit Card, and up to 2 Supplementary Cards for all other Credit Cards are complimentary with the Basic Credit Card, post which the Standard Supplementary Card Fee will be applicable.

\*\*FTO: Frequent Traveler Option; PBCO: PAYBACK Co-brand Option. Membership Rewards Points on the FTO tier never expire.

#On full fee American Express<sup>®</sup> Membership Credit Card product i.e. where first year fee is ₹1,000 and annual renewal fees of ₹4,500, the subsequent Annual Membership Renewal fee of ₹4,500 will be 100% waived off if total spends on American Express<sup>®</sup> Credit Card in the immediately preceding membership year is ₹1,50,000 and above; if total spends on American Express Credit Card in the immediately preceding membership year is between ₹90,000 to ₹1,49,999, only 50% will be waived off.

\*\*\*The Lifetime Foundation Membership Fee is payable at the start of the Cardmembership and is Charged only once during the membership period and is valid until the Card is cancelled. The Lifetime Foundation Membership Fee may be paid by the member in full or in five equal monthly installments. Once the Cardmember accepts the membership by usage of the Card, the Cardmember is liable to pay the full Lifetime Foundation Membership Fee. This Membership Fee is neither refundable nor transferable for any other products or facilities that may be available from American Express to the Cardmember. It is reiterated out of abundant caution that Cardmember is liable to pay the full Lifetime Foundation Membership Fee, when he avails the membership

and chooses to pay through installments, even if the Cardmember cancels the membership, prior to the full payment of the Lifetime Foundation Membership Fees. Upon payment of the full Membership Fee, the Basic Cardmember becomes eligible for the Membership Welcome gifts, if applicable. An Annual Maintenance Fee of ₹10,000 p.a. will be Charged on the American Express Platinum Reserve Credit Card on renewal and the same will be waived if your spending in the normal course is above ₹1,90,000 on the American Express Platinum Reserve Credit Card in the twelve months immediately preceding the date of renewal. This Annual Maintenance Fee covers the Basic Card, one Additional Card for the Basic Cardmember and four Supplementary Cards issued on the Basic Card Account. ##Annual fee of INR 495 will be 100% waived off if total spends on American Express SmartEarn™ Credit Card in the immediately preceding card membership year is INR 40,000 or more.

**(iii) Cash Advance Fee**

The transaction fee of 3.5% of the Cash Advance Amount, subject to a minimum of ₹250 is levied every time a Cardmember withdraws cash on his Card.

**(iv) Service Charge Levied for Certain Transaction**

Description of Service/ Transaction	Service/Transaction Charges
Duplicate Statement Fee	₹100 per statement for statements older than 3 months
Cheque/ECS/NACH Return Fee	₹250 per Returned Instrument
Over Limit Charge	₹500 per instance. Effective 1 October 2022, Overlimit transactions on your American Express Card have been temporarily disabled. However, the overlimit fee will be applicable on any issuer initiated debit of fee and charges which may take the account over the assigned credit limit.
Record of Charge/Summary of Charge Retrieval Fee	₹100 per Retrieval
Convenience Fee on Purchase of Railway Ticket	1.8% of the transaction value if booked on the internet (IRCTC) subject to a minimum of ₹10 and applicable payment gateway charges+GST
Convenience Fee on Fuel Purchase	<ul style="list-style-type: none"> <li>• 0% for HPCL transaction less than ₹5,000</li> <li>• 1% fee per transaction is applicable for all HPCL transactions on and above ₹5,000</li> <li>• 1% of the transaction value subject to a minimum of ₹10 + applicable taxes, will be Charged as Convenience Fee at fuel stations operated by the Public Sector Oil Marketing Companies BPCL and IOCL</li> <li>• 2.5% of the transaction value subject to a minimum of ₹10 + applicable taxes, will be Charged as Convenience Fee at fuel stations of all other Oil Marketing Companies (except HPCL, BPCL and IOCL)</li> </ul>
Foreign Currency Transactions	Currency Conversion Factor Assessment: 3.50%

**Applicable Taxes:** Any applicable tax levied by the competent authorities will be levied as per prevailing rate on Fee, interest and any other Service Charges, or as applicable.

#### **(v) Interest Free Credit Period**

Cardmember can enjoy up to 48 days free credit without any Interest Charges levied to the Credit Card Account. Interest is not payable on Charges other than Cash Advances and Balance Transfers only if:

Cardmember has paid the full Closing Balance on the previous monthly statement by the payment due date and

Cardmember pays the full Closing Balance on the current monthly statement by the payment due date and

Cardmember has not availed of any Cash Advance or Balance Transfer.

The payment due date of a customer will be dynamic in nature and will vary from 18 days to 23 days from the statement generation date, depending on his previous month's payment behaviour.

**Illustration:** Transaction date: 2 June, Billing Cycle date: 1st of every month, Payment due date: 18 July, Interest free period = 2 June – 18 July = 47 days.

If the Cardmember has paid total amount due as per his previous statement in full, the Payment Due date for the current month will stand as 18 days from the statement generation date e.g. Billing cycle date: 1st of every month. If the Cardmember has paid total amount due for June in full, then the Payment Due date for the month of July would be 18 July.

If the Cardmember has not paid total amount due as per his previous statement in full, the Payment Due date for the current month will stand as 23 days from the statement generation date. For example: Billing cycle date: 1st of every month. If the Cardmember has paid less than the total amount due for June, then the Payment Due date for the month of July would be 24 July.

Interest Free Credit Period will not be applicable if any balance of the previous month's bill is outstanding, even if the Minimum Payment Due has been paid. The Bank shall report a credit card account as 'past due' to credit information companies (CICs) and levy late payment charges if the Minimum Amount Due on the card remains unpaid for more than 3 days from the Payment Due Date.

#### **(vi) Finance (Interest) Charges for both Revolving credit and Cash Advances**

Interest is payable at the monthly percentage rate on all Charges from the date the Cardmember incurs the transaction until they are fully repaid, except where an interest free period applies.

- Interest, if payable, is calculated by multiplying:
- The daily balance of Charges on which interest is payable; by
- The daily percentage rate (monthly rate multiplied by twelve divided by 365); and then adding up the daily interest Charges for the applicable period.

#### **Daily Interest Calculation**

(The Daily Balance of Charges on which interest is payable) \* (The Daily Percentage Rate) **Daily Percentage Rate Calculation:**  $\frac{\text{Monthly Rate} * 12}{365}$

100

In case the payment made towards the monthly statement of account for any particular month is less than the total interest and Applicable Taxes billed in that particular statement, the remaining interest amount will get added to subsequent month's outstanding and such shortfall in interest will attract interest on interest.

The interest rate charged on Credit Cards issued by AEBC for both Line of Credit Lending (LoCL) and Installment Lending (IL) categories is decided basis the following factors:

Expected Cost of Funds

Expected range of Revolve Rate on LoCL and IL categories

Desired business margins on LoCL and IL categories

Expected range of delinquency on LoCL and IL categories

The rates charged by relevant competitors in the Industry.

Basis the above rationale, the charged by the Bank for both LoCL and IL category of loans should be above the MCLR and Base Rate published by the Bank. The current charged by the Bank, as mentioned in the Schedule of Fee and Charges is above the MCLR and Base Rate published by the Bank.

### Sample Illustration 1

Assume that you have American Express Membership Rewards® Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1st of every month. Below illustration will explain how the interest is calculated.

#### Transactions:

**Statement Date:** 1 May, 2018 **Due Date:** 22 May, 2018

**Illustrative Interest Rate:** 3.5% p.m. (for American Express Membership Rewards Credit Card)

Date	Transaction	Amount
2 April 2018	Purchase of groceries	₹10,000
5 April 2018	Purchase of furniture	₹5,000
1 May 2018	Statement Date	Total Payment Due: ₹15,000 Min./Payment Due: ₹750
21 May 2018	Payment Credit	₹750
29 May 2018	Purchase of garments	₹2,000

Interest on the amount due will be charged in the statement generated on 1 June 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

#### Interest Calculation:

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹10,000	2 April to 4 April 2018	3	₹34.52
₹15,000	5 April to 1 May 2018	27	₹466.03
₹15,000	2 May to 20 May 2018	19	₹327.95
₹14,250	21 May to 28 May 2018	8	₹131.18
₹16,250	29 May to 1 June 2018	4	₹74.79
Total interest (exclusive of GST)			₹1034.47

Thus the total interest charged will be: ₹1034.47 (exclusive of GST).

**Transactions:****Statement Date: 1 June 2018 Due Date: 22 June 2018****Illustrative Interest Rate: 3.5% p.m. (American Express Membership Rewards Credit Card)**

Date	Transaction	Amount
1 June 2018	Statement Date	Outstanding balance: ₹16,250 Interest Amount (including GST): ₹1,220.67 <b>Total Payment Due (inc. GST): ₹17,470.67</b> <b>Min Payment Due: ₹2033</b>
2 June 2018	Purchase of flight tickets	₹10,000
5 June 2018	Purchase of electronics	₹5,000
21 June 2018	Payment Credit	₹2,033
29 June 2018	Purchase of apparel	₹2,000

Interest on the amount due will be charged in the statement generated on 1 July, 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

**Interest Calculation:**

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹27,284.47	2 June to 4 June 2018	3	₹94.19
₹32,284.47	5 June to 20 June 2018	16	₹594.39
₹30,437.50	21 June to 28 June 2018	8	₹280.19
₹32,437.50	29 June to 1 July 2018	3	₹111.98
	Total interest (exclusive of GST)		₹1,080.74

Thus the total interest charged will be ₹1,080.74 (exclusive of GST). 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 the transaction. The unpaid interest amount will get billed in subsequent month's outstanding and will attract interest. The calculation of Applicable Taxes in the above sample illustration is at Applicable Taxes rate of 18% and is for illustrative purpose only. The Applicable Taxes or other applicable taxes will be levied at the prevailing rate on the interest amount.

**Sample Illustration 2**

Assume that you have American Express® Gold Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1<sup>st</sup> of every month.

Below illustration will explain how the interest is calculated.

**Transactions:****Statement Date: 1 August 2018 Due Date: 22 August 2018 Illustrative****Interest Rate: 3.5% p.m. (for American Express® Gold Credit Card)**

Date	Transaction	Amount
15 July 2018	Purchase of Electronics	₹20,000
19 July 2018	Purchase of Apparels online	₹7,000

1 August 2018	Statement Date	Total Payment Due: ₹27,000 / Min Payment Due: ₹1,350
22 August 2018	Payment Credit	₹1,350
28 August 2018	Purchase of Groceries	₹4,000

Interest on the amount due will be charged in the statement generated on 1 September, 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

**Interest Calculation:**

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹20,000	15 July to 18 July 2018	4	₹92.05
₹27,000	19 July to 1 August 2018	14	₹434.96
₹27,000	2 August to 21 August 2018	20	₹621.37
₹25,650	22 August to 27 August 2018	6	₹177.09
₹29,650	28 August to 1 September 2018	5	₹170.59

Thus the total interest charged will be **₹1,496.06** plus applicable taxes.

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. Applicable Taxes will be levied at the applicable rate on the interest amount.

### Sample Illustration 3

Assume that you have American Express® Platinum Travel Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1st of every month. Below illustration will explain how the interest will be charged if the Annual Fee is not paid by due date.

**Transactions:**

**Statement Date: 1 May 2018 Due Date: 22 May 2018**

**Illustrative Interest Rate: 3.5% p.m. (for American Express® Platinum Travel Credit Card)**

Date	Transaction	Amount
1 May 2018	Annual Fee	₹5,000
1 May 2018	Applicable Taxes	₹900
1 May 2018	Statement Date	Total Payment Due: ₹5,900 Min Payment Due: ₹5,900
29 May 2018	Purchase of garments	₹2,000

Interest on the amount due will be charged in the statement generated on 1 June, 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

**Interest Calculation:**

Amount	Amount Period	No. of Days	Interest Amount
₹2,000	29 May to 1 June 2018	4	₹9.21

Thus the total interest charged will be ₹9.21 plus applicable taxes (Late Payment Charges will also be applicable here). 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. The calculation of Applicable Taxes in the above sample illustration is at Applicable Taxes rate of 18% and is for illustrative purpose only. The Applicable Taxes will be levied at the prevailing rate on the interest amount.

#### Sample Illustration 4

Assume that you have American Express Platinum Reserve<sup>SM</sup> Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1<sup>st</sup> of every month. Below illustration will explain how the interest will be charged if the Annual Fee is not paid by due date.

#### Transactions:

**Statement Date: 1 July 2018 Due Date: 22 July 2018**

**Illustrative Interest Rate: 3.5% p.m. (for American Express Platinum Reserve<sup>SM</sup> Credit Card)**

Date	Transaction	Amount
1 July 2018	Annual Fee	₹10,000
1 July 2018	Service Taxes	₹1800
1 July 2018	Statement Date	Total Payment Due: ₹11,800 Minimum Payment Due: ₹11,800
20 July 2018	Purchase of garments	₹4,000
29 July 2018	Payment Credit	₹6,000

Interest on the amount due will be charged in the statement generated on 1 August 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

#### Interest Calculation:

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹4,000	20 July to 1 August 2018	13	₹59.84

Thus the total interest charged will be ₹59.84 plus applicable taxes (Late Payment Charges will also be applicable here). 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. The calculation of Applicable Taxes in the above sample illustration is at Applicable Taxes rate of 18% and is for illustrative purpose only. The Applicable Taxes will be levied at the prevailing rate on the interest amount.



### Sample Illustration 5

Assume that you have American Express® Gold Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1st of every month. Below illustration will explain how the interest is calculated on Cash Withdrawal.

#### Transactions:

**Statement Date: 1st August 2018 Due Date: 22nd August 2018**

**Illustrative Interest Rate: 3.5% p.m. (for American Express® Gold Credit Card)**

Date	Transaction	Amount
19th July, 2018	ATM Cash Withdrawal	₹7,000
19th July, 2018	Cash Advance Service Fee	₹250
1st August, 2018	Statement Date	Total Amount Due: ₹7,362.77 Min Payment Due: ₹112.77
11th August, 2018	Payment Credit	₹7,362.77

Interest on the amount due will be charged in the statement generated on 1st August 2018 as below:

**Daily Interest = (Outstanding amount \* 3.5%\*12)/365**

Cash Advance Fee of 3.5% of transaction amount, subject to minimum of ₹250 would also be charged on the Cash Withdrawal as illustrated in the table above.

**Calculation of Interest levied on Cash Withdrawal of ₹7,000 done on 19th July, 2018 in statement generated on 1st August, 2018:**

Transaction Amount	Amount Period	No. of Days	Interest Amount
₹7,000	19th July to 1st August, 2018	14	₹112.77

Thus, the total interest charged will be ₹112.77 plus applicable taxes.

Interest will be charged on daily basis from the statement generation date till complete payment is received on the Card. Assuming no transaction is done till the next statement generation on 1st September 2018 and since the complete payment is received post generation of statement on 1st August 2018, interest charged post 1st August 2018 would be displayed in the next statement generated on 1st September 2018 as illustrated below.

**Calculation of Interest levied on Cash Withdrawal of ₹7,000 done on 19th July 2018 in statement generated on 1st September 2018:**

Transaction Amount	Amount Period	No. of Days	Interest Amount
₹7,000	2nd August to 11th August, 2018	9	₹72.49

Thus, the total interest charged in statement generated on 1st September 2018 will be ₹72.49 plus applicable taxes.

### Sample Illustration 6

Assume that you have American Express Platinum Reserve<sup>SM</sup> Credit Card or American Express<sup>®</sup> Platinum Travel Credit Card, have paid previous dues in full and do not have any amount outstanding in your Card Account. Your statement date is 1st of every month. Below illustration will explain how the interest is calculated on Cash Withdrawal.

#### Transactions:

**Statement Date: 1st June 2018 Due Date: 22nd June 2018**

**Illustrative Interest Rate: 3.5% p.m. (for American Express Platinum Reserve Credit Card and American Express<sup>®</sup> Platinum Travel Credit Card)**

Date	Transaction	Amount
12th May, 2018	ATM Cash Withdrawal	₹10,000
12th May, 2018	Cash Advance Service Fee	₹350
18th May, 2018	Purchase of Groceries	₹3,000
25th May, 2018	Payment Credit	₹10,350
1st June, 2018	<b>Statement Generation Date</b>	
	Total Amount Due:	₹3,149.59
	Min. Amount Due:	₹299.59
1st July, 2018	Payment Credit:	₹3,149.59

For illustrative purposes, the cash advance Fee of 3.5% of transaction amount, subject to minimum of ₹250 would also be charged on the Cash Withdrawal as illustrated in the table above. Interest on the amount due will be charged in the statement generated on 1st June 2018 as below for the Cash Withdrawal transaction:

**Daily Interest = (Outstanding amount \*3.5%\*12)/365**

Transaction Amount	Amount Period	No. of Days	Interest Amount
₹10,000	12th May to 25th May, 2018	13	₹149.59

Thus, the total interest charged will be ₹149.59 plus applicable taxes. Since complete payment was not received by Payment Due Date, Interest on the amount due will be charged in the statement generated on 1st July 2018 as below:

**Daily Interest = (Outstanding amount \*3.5%\*12)/365**

Transaction Amount	Amount Period	No. of Days	Interest Amount
₹3,000	18th May to 1st June, 2018	15	₹51.78
₹3,000	2nd June to 1st July, 2018	29	₹100.11

Thus, the total interest charged will be ₹151.89 plus applicable taxes.

Interest, if payable, is debited to the Cardmember's Account on the last date of each statement period and is shown on the statement separately. Cardmember will pay interest on all the Charges outstanding at the monthly average rate shown on the statement as amended by American Express from time to time. American Express may vary the interest rates applicable to the Account at any time at its sole discretion.

The interest payable by the borrower shall be subject to the changes in interest rates made by the Reserve Bank from time to time.

If the Cardmember is on a revolving mode, Finance Charges are levied from day one of incurring the Charge. Finance Charge on Cash Advance is levied from the day of the withdrawal. For any other Charges, it is from the next cycle date, if the Cardmember is on a non-revolving mode.

**(vii) Overdue Interest Charges - to be given on monthly and annualised basis:**

For American Express Platinum Reserve<sup>SM</sup> Credit Card, American Express® Platinum Travel Credit Card Cardmember will be charged a revised interest rate of 3.99% per month if the Minimum Payment Due is not paid by the due date thrice in a 12-month period.

For all other Credit Cards, Cardmember will be charged a revised interest rate of 3.99% per month if the Minimum Payment Due is not paid by the due date twice in a 12-month period. The monthly statement of account will reflect the changed rate. This rate will be applicable for a period of 12 months before it is reviewed. By paying the Minimum Payment Due or more by the due date for at least 11 times in the next 12 months, the interest rate charged will revert back to the rate applicable as per clause (a) (i) & (ii) mentioned in the MITC.

**Sample Illustration 1**

Assume that you have the American Express® Platinum Travel Credit Card and the Minimum Payment Due has not been paid by the due date thrice in last 12-month period. Hence, your interest rate will be revised from regular 3.5% p.m. to the interest rate in case of Default of 3.99% p.m. You have paid previous dues in full and do not have any amount outstanding in your Card Account. Your Statement Date is 1st of every month.

Below illustration will explain how the interest is calculated.

**Statement Date: 1 May 2018, Due Date: 22 May 2018**

**Interest Rate: 3.99% p.m. (for American Express® Platinum Travel Credit Card)**

**Transactions:**

Date	Transaction	Amount
20 April 2018	Purchase of groceries	₹5,000
25 April 2018	Purchase of furniture	₹10,000
1 May 2018	Statement Date	Total Payment Due: ₹15,000 Minimum Payment Due: ₹750
28 May 2018	Payment Credit	₹750
29 May, 2018	Purchase of garments	₹2,000

Interest on the amount due will be charged in the statement generated on 1 June 2018 as below:

**Daily Interest = (Outstanding amount \*3.99%\*12)/365**

**Interest Calculation:**

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹5,000	20 April to 24 April 2018	5	₹32.79
₹15,000	25 April to 1 May 2018	7	₹137.74
₹15,000	2 May to 27 May 2018	26	₹511.59
₹14,250	28 May 2018 to 28 May 2018	1	₹18.69
₹16,250	29 May to 1 June 2018	4	₹85.27
<b>Total interest (exclusive of GST)</b>			<b>₹786.08</b>

Thus, the total interest charged will be ₹786.08 plus applicable taxes (Late Payment charges will also be applicable here).

The Cardmember may refer to the statement to see his current applicable rate of interest under various heads.

### Sample Illustration 2

Assume that you have the American Express Platinum Reserve<sup>SM</sup> Credit Card and the Minimum Payment Due has not been paid by the due date thrice in last 12-month period. Hence, your interest rate will be revised from regular 3.5% p.m. to the interest rate in case of Default of 3.99% p.m. You have paid previous dues in full and do not have any amount outstanding in your Card Account. Your Statement Date is 1<sup>st</sup> of every month. Below illustration will explain how the interest is calculated.

**Statement Date:** 1 May 2018, Due Date: 22 May 2018

Interest Rate: 3.99% p.m. (for American Express Platinum Reserve Credit Card)

Date	Transaction	Amount
25 April 2018	Purchase of furniture	₹3,000
28 April 2018	Online purchase	₹2,500
1 May 2018	Statement Date	Total Payment Due: ₹5,500 Minimum Payment Due: ₹275
22 May 2018	Payment Credit	₹275
29 May 2018	Purchase of garments	₹2,000

Interest on the amount due will be charged in the statement generated on 1 June, 2018 as below:

**Daily Interest = (Outstanding amount \*3.99%\*12)/365**

**Interest Calculation:**

Amount	Interest Chargeable Period	No. of Days	Interest Amount
₹3,000	25 April to 27 April 2018	3	₹11.81
₹5,500	28 April to 1 May 2018	4	₹28.86
₹5,500	2 May to 21 May 2018	20	₹144.30
₹5,225	22 May to 28 May 2018	7	₹47.98
₹7,225	29 May to 1 June 2018	4	₹37.91
<b>Total interest (exclusive of GST)</b>			<b>₹270.85</b>

Thus, the total interest charged will be ₹270.85 plus applicable taxes.

The Cardmember may refer to the statement to see his current applicable rate of interest under various heads.

(viii) **Charges in case of default:** If American Express does not receive the Minimum Payment by the payment due date (as shown on the monthly Card statement), a late payment Charge of 30% of the Minimum Payment Due as shown on the Card statement, subject to a minimum of ₹500 and a maximum of ₹1,000, plus applicable taxes will be levied to the Card Account. In addition to late payment Charges, interest as computed in point a (v & vi) will also apply.

(xi) American Express does not levy processing or any other Charges for the purpose of issuing a Card unless specified or without prior consent of the Cardmember.

## **(b) DRAWAL LIMITS**

### **(i) Credit Limit and (ii) Available Credit Limit**

The Card Carrier enclosing the Credit Card will show the initial Credit Limit applicable to Cardmember's Account. American Express will notify the Credit Limit and Available Credit Limit to the Cardmember from time to time on the monthly Card statement. Any request to increase the Credit Limit post the approval of the application will be reviewed by the Bank only after the Bank receives a request from the customer & any documents that may be asked for. The Bank basis an internal review reserves the right to decline the request.

### **(iii) Cash Withdrawal Limit**

Cardmembers may access Cash Advances every 14 days with a limit up to USD 333 or its equivalent, or 20% of credit limit, whichever is lower. Please note that Finance Charges on cash advances are levied from the date of withdrawal.

Please be aware that Cash withdrawal services on your American Express Card have been temporarily suspended in India. However, you may still avail the service in international locations.

**(iv) Daily Transaction Limit for Tokens (Not mandatory for cardmembers to set the same for Tokens)**

1. Your Daily Transaction limits shall be within the overall limit on the card.
2. Your Daily Transaction limits shall be within the Enhanced card security limits updated on your card/ if any.
3. Your Daily Transaction limits will not supersede American Express Authorizations and may be declined subject to internal checks as per policy

**(v) BILLING**

**(i) Billing Statements – Periodicity and Mode of Sending**

American Express will send Cardmember a statement identifying all purchases, Cash Advances, Fee and all other Charges, payments and Credits to the Account, Credit Limit and available Credit Limit once a month for each billing period during which there is any activity or a balance outstanding on his Account. Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of the payment due. In case the Cardmember does not receive the statement within 10 days from the date of their usual Statement Date, the Cardmember should call American Express {refer section c(vi)} to check the amount payable. The statement of Account will be sent to Cardmembers through courier/regular post or through an online link on the Cardmembers' registered email address with American Express. Cardmembers can also register online and view the Card statements online by logging on to [americanexpress.co.in](http://americanexpress.co.in) or AMEX mobile application. If card member has not received E- statement notification due to incorrect / incomplete email id and the email ID is not corrected/updated post notification from the bank, Statement preference would be changed to Paper statement and subsequent statements will be delivered to Cardmember through courier/regular post. Cardmember can update their email id by logging in to their online account or via the mobile app. Alternatively, cardmember can call American Express helpline to get their email ID updated and enroll for E statement.

However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Account in the past month.

In order to serve you better, we may reach out to you through WhatsApp in addition to standard modes of communication. If you do not wish to receive service updates for your account through WhatsApp, please SMS STOP to 7075000735 from your registered mobile number. Please ignore if you have already Opted Out. To re-enroll, please SMS START to 7075000735 from your registered mobile number. Please be advised that you will continue to receive updates through SMS and Email alerts.

**(ii) Minimum Amount Payable**

The monthly statement will show the minimum payment the Cardmember needs to pay American Express which will be sum of all listed items as under

1. 5% of the principal amount or minimum of ₹100 whichever is greater and
2. The total sum of any Card Fees, Charges, Taxes and, Interest
3. Any installment due under any extended/deferred payment plan that American Express may offer.

The unpaid charges/levies/taxes are not capitalized for charging/compounding of interest.

**Cardmembers may choose to pay the full amount as shown in the Statement of Account by the Payment Due date. However, if they fail to do so, Interest and/or Fee shall be levied as mentioned under sections (vi), (vii) and (viii).**

- (iii) **Payments** received against your Card outstanding will be adjusted against all taxes, Fees and other charges, interest charges, cash advances and purchases in that order. **Making only the minimum payment every month would result in the repayment stretching over months/years with consequential compounded interest payment on your outstanding balance.**

**For e.g.: On the American Express® Platinum Travel Credit Card with Interest Rate of 3.5% p.m., on a transaction of ₹5,000 if Minimum Payment Due is paid every month (subject to a Minimum Payment of ₹100 every month), it will take upto 44 months for entire outstanding amount to be paid in full. For the exact Minimum Payment Due, this MITC should be read in conjunction with the monthly statement.**

(iv) **Method of Payment**

Cardmembers are required to make the payment in Indian Rupees by the due date. Payment to the Card Account can be sent by any of these convenient methods:

- **National Electronic Funds Transfer (NEFT)** - Make a payment towards your Account via NEFT mentioning the full 15-digit Card number. The NEFT details are as follows: IFSC Code: SCBL0036020  
Name of Bank & Branch: Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road, New Delhi - 110001  
Account Type: Current, Payee Account No.: 37XXXXXXXXXXXXXX (XX represents the last 13 digits of your Card number)
- **Direct Debit** - You may also enroll for direct debit each month from your Bank Account and credit the Card Account with the total payment due in the monthly statement through the National Automated Clearing House (NACH) introduced by the National Payments Corporation of India (NPCI)
- **By Electronic Bill Payment** - Use the net banking interface of your Bank to make payments electronically for your Card dues. Please visit 'americanexpress.co.in' for complete list of enabled Banks
- **RUPAY/UPI/UPI QR Code** - We also accept payments through following electronic modes:
  - (i) Debit Card powered by RuPay;
  - (ii) Unified Payments Interface (UPI) (BHIM -UPI); and
  - (iii) Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code).

- **By Cheque/Draft:** A crossed cheque/draft payable to AEBC Card No. 37XX XXXXXX XXXXX and mention your name and contact number at the back of the cheque by :  
 (A) Drop Box- For locations, please log on to 'americanexpress.co.in' to find the nearest dropbox.  
 (B) By Mail – Please send a crossed cheque/draft with payment advise to the following address:  
 American Express Banking Corp.,  
 Cyber City, Tower C, DLF Bldg. No.8,  
 Sector 25, DLF City Ph II, Gurgaon - 122002 (Haryana)

Mode of Clearing	Time Frame
Local clearing* * Subject to local clearing house timings for presentation of outward clearing.	4/6 working days  In case of Bank Holiday, the above-mentioned time frame may be extended by another 2 days or more.
Cheques presented in Metro and other locations where American Express Banking Corp. ('AMEX') Partner Bank is having their branches but drawee bank/branch not available/ participating in local clearing/CTS Grid clearing. Such cheques to be sent directly to respective AMEX's Partner Bank locations for presentation under local clearing/CTS Grid Clearing	10 working days
Cheques payable at any other locations	12 working days
Cheques payable at all other Centers	16 working days

For local clearing, drop boxes are cleared on a daily basis and latest by 4 pm, the collected cheques are deposited at the processing center of Standard Chartered Bank. In case of couriered cheques, the timeline for clearing cheque will be post receiving the cheque at AMEX's above mentioned Gurgaon address.

Above time frame is not applicable for any discrepant cheques e.g. account number not available, title differs etc. Credit limit would be refreshed upon realization of cheque effective 1 November 2021.

Please note that RBI vide its directive DPSS(Che)/ 569 /01.02.003/2017-18 dated 21 June 2018 has reduced the frequency of the clearing sessions of cheques that are not compliant with CTS-2010 standards. Additionally, post 31 December 2018, non CTS compliant cheques will be discontinued/not accepted. Therefore, if payments to your card accounts are made through non CTS compliant cheques, your Credit Card account may be levied with appropriate penal charges and levies. We encourage you to make payments via CTS compliant cheques to ensure timely processing of your cheques.

In the event a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying bank's branch, AMEX shall immediately upon learning of the loss, bring the same to the notice of the Cardmember so that the Cardmember can inform the drawer to record stop payment and also take care of the cheques. In line with the compensation policy of AMEX, upon receiving a written request from the Cardmember, AMEX may compensate the Cardmember through reversal of applicable late payment fee and finance charges for any delayed collection at its discretion.



Please note:

1. Payments to the Card account can only be made from a bank account in the primary Cardmember's name only.
2. Payments made to an American Express Card issued in India held by a non-resident of India must be made through an NRE/NRO account in the primary Cardmember's name only.
3. AMEX is not obligated to process, nor provides any guarantees/warranties for any payment made by a Cardmember through a payment aggregator that does not appear on the AMEX website or mobile application.

#### **(v) Billing Disputes Resolution**

Any clarifications or queries on the monthly statement of the Card Account must be informed to American Express by Calling into the 24-hour Customer Services Helpline numbers (refer to c(vi)) or submitted to American Express in writing (refer to c(viii)) within 60 days of the statement date. American Express would take reasonable steps to assist the Cardmember by providing information in relation to their queries on the Card Account. American Express may charge a reasonable administrative fee for statement reprints or Record of Charge forms. In case of Cardmember billing disputes/transaction disputes including unauthorized transaction notified by the customer, American Express follows its dispute resolution policy whereby a credit as per American Express's internal policy, is applied on the disputed transaction and the case is investigated for the dispute, which is closed within 30 days. On being notified by the customer, American Express shall credit the amount involved in the fraudulent transaction to the customer's card account within 10 working days from the date of such notification by the customer. As a result of the above mentioned credit, the disputed transaction amount is not included in the balance for the purposes of reporting to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016, till such time that dispute is settled. In case the dispute is not settled in favor of the customer, the disputed amount gets debited on the card account, which is followed by sending a written communication to the card member and subsequent release of necessary information to the above mentioned regulatory authorities.

#### **(vi) Contact Particulars of 24 hours call centres of Card issuer**

<b>Product Name</b>	<b>24 hours Call Centre Numbers</b>
American Express Platinum Reserve <sup>SM</sup> Credit Card	1800 419 1030 (Toll Free), 0124 673 6660
American Express® Platinum Travel Credit Card	1800 419 2122 (Toll Free), 0124 670 2929
American Express Membership Rewards® Credit Card	1800 419 0167 (Toll Free), 0124 673 6900
American Express® Gold Credit Card	1800 419 3646 (Toll Free), 0124 673 6700
American Express PAYBACK® Credit Card	1800 419 0726 (Toll Free), 0124-674 4144,
American Express SmartEarn™ Credit Card	1800 208 1226 (Toll Free), 0124 670 2101

Should the Cardmember require any assistance, the 24 hours call centers of American Express can be contacted at these numbers.

**(vii) Grievances Redressal Escalation** – contact particulars of Officers to be contacted.

In the event that you are not satisfied with our services, you may register your grievance to:

<b>First Level Escalation</b> Manager -Executive Correspondence Unit American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8 Sector 25, DLF City Ph II Gurgaon – 122002 (Haryana) Telephone No. 0124-6702523 (Monday to Friday 8:30 am to 5:00 pm) Email: <a href="mailto:Manager-customerservicesindia@aexp.com">Manager-customerservicesindia@aexp.com</a>	<b>Second Level Escalation</b> <b>Ms. Priyameet Kaur</b> Head of Customer Service American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8 Sector 25, DLF City Ph II Gurgaon – 122002 (Haryana) Telephone No. 0124-6702527 (Monday to Friday 8:30 am to 5:00 pm) Email: <a href="mailto:Head-customerservicesindia@aexp.com">Head-customerservicesindia@aexp.com</a>
Nodal Officer Name: Mr. Ashish Pandey E-mail ID: <a href="mailto:AEBCNodalOfficer@aexp.com">AEBCNodalOfficer@aexp.com</a> Telephone no: 0124-6702638 (Monday to Friday 8:30 to 5:00 pm) Address: American Express Banking Corp. Cyber City, Tower "C", DLF Bldg. No.8, Sector - 25, DLF City Phase - II, Gurgaon - 122002 (Haryana)	

If you are not satisfied with redressal of the complaint provided by Bank or if you have not received a response from Bank within one month i.e. 30 days of logging a complaint with us, you may approach the Office of Banking Ombudsman for Grievance Redressal. The complaint can be made to the Office of Banking Ombudsman with the complete transaction and other requisite details. (The 30 day period will be reckoned after all the necessary information sought from the customer is received) [Click here](#) for details on the Integrated Banking Ombudsman Scheme.

### **Integrated Banking Ombudsman Contact Details**

Link to log a complaint: <https://cms.rbi.org.in>

E-mail ID: [crpc@rbi.org.in](mailto:crpc@rbi.org.in)

Address: Centralised receipt and Processing Center (CRPC), Reserve Bank of India, 4th Floor, Sector 17, Chandigarh 160017

Toll Free Number : 14448 (9:30 am to 5:15 pm)

Our endeavor is to ensure that all customer complaints are resolved within 30 days. The 30 day period will be reckoned after all the necessary information sought from the customer is received.

For more details, please visit

<https://www.americanexpress.com/in/legal/customer-complaint-grievance-redressal-policy.html>

**(viii) Complete Postal Address of the Card Issuing Bank**

American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No.8, Sector 25, DLF City Ph II, Gurgaon-122002 (Haryana).

**(ix) Toll Free Number for Customer Care Services**

Listed above in section c (vi).

**(x) Charges in Foreign Currency**

If the 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 the Charge was made 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 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 foreign currency conversion mark up of 3.5%. If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will beat rates selected by them. Please note that if the Charge is made in Nepal and Bhutan, currency conversion markup factor is not applicable as such Charge will be denominated in Indian Rupees to the Cardmembers. For more details, please refer the link

<https://www.americanexpress.com/content/dam/amex/in/legal/notice-board/General-overview-of-limits-on-Foreign-Exchange-Transactions.pdf>

**(xi) Customer Compensation Policy**

As a Bank, we have a Customer Compensation Policy, the objective of which is, to establish a system whereby the Bank compensates the customer for any financial loss he/she might incur due to deficiency in service by the Bank or any act of omission or commission directly attributable to the Bank. The policy includes the following aspects:

1. Erroneous Debits arising out of fraudulent or other transactions
2. Payment of interest for delayed credit to account
3. Issue of unsolicited cards
4. Violation of Bank's Code by its agents
5. Other unauthorized actions of the bank leading to a financial loss to customer.

For the detailed policy, please refer the section "Our Codes & Policies" on the American Express website [www.americanexpress.com/in/legal/our-codes-and-policies.html](http://www.americanexpress.com/in/legal/our-codes-and-policies.html)

**(d) DEFAULT AND CIRCUMSTANCES**

**(i) Disclosure**

Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to cardmembers to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act,

2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the cardmembers that the Bank shall be reporting Credit Information/ Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect cardmembers' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to / from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies /instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit – India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) receive / upload Information and other information including Know Your Customer (KYC) documents / information to / from / with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, as per extant regulations and business practices, AEBC is required and obligated (on a need basis) to disclose/report/share Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above to (a) its outsourcing service partners; (b) its group /associate/ affiliate/ subsidiary entities or companies wherein AEBC has tie-up arrangements, for providing various offers, benefits, features and other services/products to its cardmembers and/or to maintain and service the cardmembers/card operations/back-end operations pertaining to the card business of AEBC; (c) to its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (d) to marketing agencies and/or for marketing purposes provided Cardmembers have explicitly authorised/permitted AEBC in this regard; (e) to industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, the Bank will provide an advance notice to the cardmembers as required under the extant guidelines/regulations), AEBC shall disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the Cardmembers and in all other instances of disclosure/sharing AEBC shall seek approval from Cardmembers. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.

Cardmember voluntarily submits at his/ her own discretion the physical / e-copy of the document (including proof of possession of Aadhaar number), which contains the details of his/ her identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AEBC for the purpose of verifying his/ her identity/address and any other information provided by Cardmember in accordance with the extant guidelines. Cardmember voluntarily gives his/ her explicit consent to AEBC for collection, processing, storage, verification, authentication of his/ her documents and/or information provided by him/ her as per extant regulations under any Act or law from time to time in force, towards issuance of a credit card / for periodic KYC updation / to process his/ her instructions etc. for the said purpose in his/ her individual capacity or as an authorized signatory or as a beneficial owner, as the case may be. The aforementioned shall be read and understood in conjunction with the American Express® India Online Privacy Statement and the Cardmember declares that all the information voluntarily furnished by him/ her is true, correct and complete.

For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to: - <https://www.americanexpress.com/in/legal-disclosures/privacy-statement.html>

In case of any update in the documents submitted by the Cardmember at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; Cardmember shall submit to American Express the update of such documents within 30 days of the update of the documents

**(ii) Procedure (including notice period) for reporting a Cardholder as defaulter**

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

Cheque/Online payments or ECS/NACH/NEFT payments that are not honoured

Failure to pay the minimum due/full amount (based on the product) by the Due Date(as per 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 and Conditions of the Card

If a petition for Cardmember's Bankruptcy is issued or if any attempt is made by any other creditor to seize any of his property.

**(iii)** If American Express Credit Cardmember'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.

**Notification to Cardmember of Credit Information Companies (CICs) as authorised by Reserve Bank of India reporting at the time of overdue status.**

In case a Cardmember's Account is overdue for 60 days or more, American Express will send a written communication to the Cardmember informing the overdue status and its intention to further report his/her overdue status to the Credit Information Companies (CICs) as authorised by Reserve Bank of India.

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

In the event the customer settles his/her dues after having been reported as defaulter, the card issuer shall update the status within 30 days from the date of settlement.

**(e) Recovery procedure in case of default/Account overdue**

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

- (i) WhatsApp:** Cardmembers may be contacted on WhatsApp for servicing alerts. To opt out, SMSSTOP to 7075000735 from your registered mobile number. To re-enroll in future, SMS START to 7075000735 from your registered mobile number.
- (ii) Letter/E-mail:** Letter/E-mail may be sent at the mailing address/registered e-mail ID provided by the Cardmember to inform him on his overdue amount, payment due dates and the subsequent delinquency Fee levied as well as the consequences of non-payment.
- (iii) Telephone:** Cardmember will be contacted at mobile/office/residence telephone number to check the status of his payments and to inform him of his overdue amounts.
- (iv) Field visitation:** Visit by an Authorised Recovery Personnel appointed by the Bank would be done at the contact address of the Cardmember. The Recovery Personnel would politely advise the Cardmember for regularising his overdue Account and would also address any issue/concerns that the Cardmember may have on his Card Account.
- (v) Legal recourse:** Legal recourse will be resorted to in exceptional situations, in the event of advance stages of Cardmember's default.

It is the Cardmember's responsibility to update any change in his/her contact details with the Bank. If the Cardmember contacts the Bank from any alternate number(s) regarding any inquiry/information/details pertaining to his/her Card account(s), the Bank reserves the right to store his/her alternate contact number. In case of default, if the Bank is unable to contact the Cardmember at the primary contact details provided earlier, the Bank will access the alternate contact number(s) stored, if any, in the Bank's repository and use it to contact the Cardmember.

**(f) Recovery of dues in case of death/permanent incapacitation of Cardholder**

American Express offers a waiver of outstanding up to ₹50,000 on the Card in case of death of the Basic Cardmember. If the outstanding amount is more than ₹50,000, letter and telephone follow up will be done with the next of the deceased, informing them about the deceased Cardmember's outstanding amount and advising them to regularise the Account.

**(g) Available Insurance cover for Basic Cardholder and date of activation of policy**

Insurance benefits are provided by an independent insurance company under the group policy purchased by AEBC. Insurance risk is underwritten by the insurance company and the benefits secured under the insurance policy are provided by such insurance company as per the terms of the insurance policy. The premium towards insurance cover is borne by AEBC. This insurance cover is optional, and you will not be charged for availing it. You will be required to fill the nomination form (provided with the welcome kit) and send it to the insurance company. The Cardmember's nominee(s) is/are requested to submit and settle insurance claims with the insurance company directly. Air accident insurance is covered in case of death only. Please call us in case you require a copy of the insurance form. You will be eligible for the insurance cover only if you have used the Card for the purchase and as long as you have fully paid the annual/ renewal fee as charged by AEBC or unless otherwise communicated by AEBC/ insurance company at any time at its sole discretion.

Type of Card	Air Accident Insurance for tickets bought on the Basic or Supplementary Card
American Express Platinum Reserve <sup>SM</sup> Credit Card	₹10,000,000 if tickets bought on the Card
American Express Gold Credit Card	₹3,000,000 if tickets bought on the Card
Other Credit Cards	Not Applicable

### **Date of Activation of Policy**

This policy, by default, gets activated on the day your Card application is approved by AEBC. Once the duly filled nomination form is submitted to the insurance company, the Cardmember's nominee(s) becomes eligible to file the claim for the insurance benefits, subject to the terms & conditions of cover. Applicable only for the Basic Cardmember for tickets purchased on the Basic or Supplementary Card Account.

### **(h) TERMINATION/REVOCATION OF CARDMEMBERSHIP**

(i) If your Card is not activated within 37 days of Card approval, it will be cancelled.

### **(ii) Procedure for surrender of Card by Cardmember - Due notice**

By Cardmember: Cardmember can terminate their Credit Card at any time by returning to American Express all Credit Cards issued for use on the Account cut in half with a written request to terminate, all your outstanding amounts will immediately become due. Termination will only be effective when American Express receives all such Credit Cards and payment of all amounts outstanding in respect of the Account. Customer is at liberty to surrender the Card as per his discretion. The Cardmember may call at Bank's 24-hour helpline number in section C (vi) above and can have his facility blocked post compliance of certain mandatory security checks.

Cardmember can cancel the use of a Credit Card by Supplementary Credit Cardmember by notifying American Express in writing but he will remain liable for all Charges incurred by the Supplementary Credit Cardmember up to the date of receipt of notice by American Express.

### **(iii) By American Express: American Express can terminate the Cardmember**

Agreement and cancel your Credit Card at any time on immediate notice or at any time to restrict the use of the Credit Card without giving reason or cause. Where American Express terminates the Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, the Cardmember must cut it in half and return both halves to American Express at once. The Cardmember agrees not to use the Credit Card after it has been cancelled. All your outstanding amounts will immediately become due.

**(iv) American Express may offer a re-instatement to the Cardmember under the following conditions**

In case Cardmember had attritted voluntarily and comes back requesting for the membership within 1 year of cancellation. If American Express has cancelled the Card Account (due to default reasons), then an evaluation based on company's policies and procedures will be undertaken at customer's request.

Once a card is cancelled or blocked (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is cancelled or blocked, kindly cut the card in your possession into two halves and return them to American Express at the following address: American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Phase II, Gurgaon-122002. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

**(i) Recurring transactions on Card**

- a) Every time there is a change in the Card number or Card credentials (like expiry date/cvv etc.) due to Card renewal, Card replacement or any other reason; the cardmembers are required to register again and set fresh standing instructions at the Merchant's website/ platform/ portal etc.
- b) International recurring transactions will not be processed effective 1 October 2021. Cardmember should make the payment to the International Merchants directly whenever due to avoid disruption of services.
- c) Minimal amount of INR 1 or 2 will be debited from your card to verify the card details at the time of Standing Instructions registration, at the time of modification or cancellation of the Standing Instructions at the Merchant's website/ platform/ portal etc.. Please be assured, this amount will not be billed to the Cardmember.

**(ii) LOSS/THEFT/MISUSE OF CARD**

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

The Cardmember must notify American Express immediately if the Credit Card is lost, stolen, mutilated, not received when due or if he suspects that the Credit Card is being used without his permission/ consent. In the case of any fraudulent transaction due to misuse of the Card, the Cardmember must immediately file a First Information Report (FIR) with the police station nearest to the place of occurrence and file a detailed report with American Express enclosing a copy of the FIR. If the lost Credit Card is subsequently received, it must not be used. The Replacement Credit Card and subsequent renewals of it must be used instead. The retrieval of the original Credit Card must immediately be reported to American Express and kindly cut the card in your possession into two halves and dispose of it judiciously.



**(ii) Liability of Cardmember in case of (i) above**

Provided that the Cardmember has acted in good faith, his liability to American Express arising out of any unauthorised use of the Credit Card shall be nil if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to ₹1000. A Cardmember's entitlement to zero liability shall arise where the unauthorized transaction occurs in the event of contributory fraud/ negligence/ deficiency on the part of American Express (irrespective of whether or not the transaction is reported by the Cardmember).

The security features adopted and implemented by American Express are of international standards robust enough to protect and safeguard Cardmember data from unauthorised access, and are currently a substitute to PCI DSS Certification mandated by RBI. American Express shall however bear the fraud losses for any suffered by the Cardmembers arising out of American Express not obtaining the PCI DSS Certification.

"The security features adopted and implemented by American Express with respect to its Mobile Application are of international standards which are robust enough to protect and safeguard card members from frauds/unauthorized access. American Express shall however bear fraud losses suffered by the Cardmembers arising out of any established lapses in the security features around mobile application, provided the card member has acted in good faith".

**(iii) For enhanced customer protection, American Express does not allow transactions on fallback/ magstripe mode in India.**

**(iv) Cardmembers can call the 24-hour Helpline phone numbers [refer to c(vi)] to inform about this loss or theft. Cardmembers can also block the Card by logging in to MYCA or Mobile App using the "Replace or Track your Card" option. To directly access My Card Account/website, please login <https://www.americanexpress.com/en-in/account/login>**

**(v) OUTSOURCING OF FINANCIAL SERVICES**

The Bank may outsource/assign activities (including the sales, marketing, servicing etc. of its products) to any service provider, whether located in India or overseas and whether to any of the Banks' affiliates or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). The Bank reserves the right to provide details of Cardmember's Account to such service providers for the purpose of availing outsourced services of any nature by the Bank, in accordance with its data privacy policy.

**(vi) SAFE CUSTODY OF CARD AND PERSONAL IDENTIFICATION NUMBER (PIN)**

Cardmember shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer service representatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Cardmember shall at all times take all the appropriate measures to keep the card safe and secure including those as mentioned herein, to maintain safe custody of the card and the security of the PIN. If the Cardmember fails to observe the security requirements, he/she may incur liability. Cardmember will not hold American Express liable in case of any improper/fraudulent/unauthorized use of the Card and/or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/fraudulent/unauthorized use/ misuse of the Card by any third party due to access of

the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Cardmember. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time

**(vii) CONTACTLESS PAYMENT**

Cards issued by AEBC are equipped to enable Contactless Payments. Payment through the Contactless mode is allowed for a maximum of INR 5,000\* for a single transaction without entering a PIN. Any transaction for an amount more than INR 5,000\* should be authenticated using a PIN, either by Tap + PIN or Chip + PIN. However, it is not a mandated requirement to use the contactless mode for payments. If preferred, customers have the option to make all card present payments as contact transactions using Chip + PIN, irrespective of the transaction value. Please refer to [americanexpress.co.in/contactless](http://americanexpress.co.in/contactless) for further details.

I understand that the American Express Card issued to me will be enabled for Contactless Payment, and understand the technology, its use and the risks associated with making payments through Contactless mode.

*\*Please be advised that few of our merchant terminals are still undergoing the upgrade process, to support Contactless Transactions upto INR 5000, without PIN authentication. We regret inconvenience, caused, if any, during this transition period.*

**(viii) TRANSACTION ALERTS**

Cardmembers understand that the transaction alert SMS sent to them might have a truncated name (first 12 characters only) of the Merchant establishment. They may refer to the corresponding email (if registered) / statement of account for the complete merchant name.

**(ix) PROCESS FOR CLOSURE OF INACTIVE CARDS**

In case of non-use i.e. no activity / transaction on the Card during the preceding one year, AEBC will close the concerned Card(s) and linked Supplementary Card(s). The Cardmember will be sent an intimation and may provide his/her consent to AEBC to continue his/her Cardmembership. If the Cardmember does not provide such consent within 30 calendar days of first intimation, via the channel of communication that AEBC may choose, then AEBC will close such Cards. AEBC will notify such Cardmembers in writing after the Card has been closed.

**(k) SMA AND NPA CLASSIFICATION AND UPGRADATION**

As per the Prudential Framework for Resolution of Stressed Assets and Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances issued by RBI and amendments thereto from time to time, banks are required to classify the borrowers

as special mention accounts (SMA) and Non-performing Assets (NPA) if the overdue is not paid on the due date fixed by the bank as per the categories mentioned in the below table:

Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

The borrower accounts are flagged as overdue as part of day-end processes for the due date. Similarly, classification of borrower accounts as SMA as well as NPA is done as part of day-end process for the relevant date and the SMA or NPA classification date is the calendar date for which the day end process is run.

Example: If due date of a loan account is 31 March 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be 31 March 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be 30 April 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on 30 May 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on 29 June 2021.

Further, the borrower account classified as NPAs are upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

In case of Cardmember billing disputes/transaction disputes, American Express follows its dispute resolution policy/procedures whereby a temporary suspension is applied on the disputed transaction and case is investigated for the dispute and the dispute is closed. As a result of temporary suspension, the disputed transaction amount is not included in the overdue balance for the purposes of reporting to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005, Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016, debt collection agencies and classification of borrower accounts as SMA as well as NPA, till such time that dispute is settled.

#### **In case of restructuring:**

1. The accounts classified as standard are immediately downgraded as non-performing assets (NPAs) and NPAs would continue to have the same asset classification as prior to restructuring, unless otherwise specified by RBI.
2. Conditions for Upgrade
  - a. For MSME accounts where aggregate exposure of the lenders is less than ₹25 crores:  
An account may be considered for upgradation to 'standard' only if it demonstrates satisfactory performance during the specified period.
  - b. For all other accounts that are not MSME: An account will be upgraded only when all the outstanding loan/facilities in the account demonstrate 'satisfactory performance' during the period from the date of implementation of Resolution Plan (RP) up to the date by which at least 10 per cent of the sum of outstanding principal debt as per the RP and

interest capitalization sanctioned as part of the restructuring, if any, is repaid.

- c. Other regulatory guidelines with regard to upgrade of an account may also apply on certain accounts as per applicable laws.

These instructions on SMA / NPA classification of borrower accounts are applicable to all loans, including retail loans, irrespective of size of exposure of the lending institution.

For more details, please refer to guidelines published on RBI website:

<http://www.rbi.org.in>

For FAQ's on IRACP norms, please visit,

[www.americanexpress.com/content/dam/amex/in/legal/IRAC\\_faq\\_MITC.pdf](http://www.americanexpress.com/content/dam/amex/in/legal/IRAC_faq_MITC.pdf)



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