

# Terms and Conditions Cardmember Agreement

## Terms and Conditions American Express Platinum Card® Assistance

Please refer to the American Express website ([www.americanexpress.com/in/legal/most-important-terms-conditions-agreements.html](http://www.americanexpress.com/in/legal/most-important-terms-conditions-agreements.html)) for most updated Terms and Conditions.

### 1. Definitions

#### 1.1 American Express Platinum Card Assistance

American Express Platinum Card Assistance is offered 24-hours a day, 7 days a week and covers the following assistance services :

- Worldwide Personal Assistance
- Travel Emergency Assistance/Medical Assistance
- Home Assistance.

#### 1.2 Assistance Providers

American Express Platinum Card Assistance is a service benefit of the American Express Platinum Card. American Express Banking Corp. the issuer of the American Express Platinum Card billed in Indian Rupees, may utilise the services of reputable third parties in the provision of services falling under American Express Platinum Card Assistance.

#### 1.3 Covered Person

##### 1.3.1 For Worldwide Personal Assistance, Travel Emergency Assistance and Home Assistance, Covered Persons are defined as:

- All American Express Basic Platinum Cardmembers and Supplementary American Express Platinum Cardmembers billed in Indian Rupees, whose Card Accounts are in good standing.

##### 1.3.2 For Medical Assistance, Covered Persons are defined as:

- All American Express Basic Platinum Cardmembers billed in Indian Rupees, whose Card Accounts are in good standing
- All American Express Supplementary Platinum Cardmembers billed in Indian Rupees, whose Card Accounts are in good standing
- The Cardmember's spouse and dependent children, under 18 years of age, living at the same address, whether or not they are travelling with the Cardmember. Where the Covered Person is not a Basic or Supplementary Platinum Cardmember any applicable Charges would be Charged to the Card Account of the Basic Platinum Cardmember, and any request for assistance must be made by the Basic or Supplementary Cardmember only.

#### 1.4 Coverage

Worldwide Personal Assistance is available in the Covered Person's country of residence and worldwide.

Travel Emergency Services and Medical Assistance is available when the Covered Person is travelling overseas for a period not exceeding 90 days.

Home Assistance is available to the covered persons for their usual place of residence in the cities of Delhi, Kolkata, Chennai, Bangalore, Mumbai and Hyderabad only.

## 2. Worldwide Personal Assistance

### 2.1 Services Offered

Worldwide Personal Assistance covers the following types of services:

- Entertainment Information
- Entertainment Ticket Reservations
- Flower Orders and Delivery
- Fine Food Arrangement and Delivery: including cakes, champagne, wine, chocolates and food hampers
- Restaurant Reservations including American Express Platinum Card Fine Dining Programme Restaurant Reservations
- Gift Arrangement and Delivery
- Assistance in Locating Lost Items
- Pre-trip Travel Information: including visa requirements, weather information, inoculation requirements, and consulate and embassy travel warnings
- Referrals to Restaurants, Shops, Suppliers of Goods and Services, Consulates and Embassies
- Referrals to and Arrangement of Conference and Business Services, and Translation Services.

### 2.2 General Conditions

The Covered Person will be informed of the cost and options before any booking or purchase is made on behalf of the Covered Person. American Express Platinum Card Assistance will not incur third party costs on behalf of the Covered Person without his/her authorisation to proceed. American Express Platinum Card Assistance will do its utmost to inform the Cardmember of any cancellation policies in respect of arrangements or costs related to third party providers. In the event of cancellation of arrangements, bookings and/or purchases, which the Covered Person has previously authorised American Express Platinum Card Assistance to proceed with, refund of deposits or other payments made in advance cannot be guaranteed. In addition, cancellation Charges may apply in line with the third party provider's cancellation policy. The Platinum Card Assistance will always strive to obtain the best arrangements, bookings and purchases according to the Covered Person's request. However, fulfilment is subject to availability and subject to limitation due to geography and therefore American Express Platinum Card Assistance cannot guarantee that arrangements, bookings and purchases can be fulfilled according to the Covered Person's exact requirements each and every time. If a request cannot be fulfilled according to the Covered Person's specifications, American Express Platinum Card Assistance will advise the Covered Person of the next best option(s) available.

All services are being provided by American Express Platinum Services on a best effort basis and all reasonable efforts within its abilities would be taken to provide the services. However, in case American Express Platinum Card Assistance is unable to deliver any services and the same is duly informed to the Covered Person, American Express shall not be liable for any such inconvenience to the Covered Person.

### 2.3 Charges

American Express Platinum Card Assistance will endeavour to provide the Covered Person with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. The Covered Person will not be Charged for research and/or co-ordination services including related telecommunication expenses performed by American Express Platinum Card Assistance. American Express Platinum Card Assistance will use its best efforts to source reasonably priced shipping and delivery Charges for goods or services purchased on behalf of the Covered Person.

The following expenses will be the responsibility of the Covered Person. The Covered Person will be informed before any booking or purchase is made:

- i) Costs of goods/services purchased
- ii) Any deposit payable
- iii) Costs incurred as a result of cancellation
- iv) Delivery and shipping costs
- v) Insurance related to the shipment of goods
- vi) Custom duties and import taxes
- vii) Sales tax relating to the purchase of goods and services
- viii) Bank Charges relating to the transfer of funds associated with payment of goods and services
- ix) Cancellation Charges (if any).

To the extent possible, goods and services acquired on behalf of the Covered Person will be Charged directly by the Service Establishment to the American Express Platinum Card Account.

If American Express Platinum Card Assistance advances funds for goods or services, American Express Platinum Card Assistance shall debit that amount to the American Express Platinum Card Account. If the transaction is in a currency other than Indian Rupees, the amount will be converted to US Dollars at the prevailing foreign exchange rate detailed in the Wall Street Journal on the day the payment is effected to the establishment and a surcharge of 1% will be levied and an equivalent amount of Singapore Dollars would be billed as all these Charges would be routed through Singapore.

#### **2.4 Description of Services and Conditions Relating to Provision of Services**

##### **2.4.1 Entertainment Information**

American Express Platinum Card Assistance will provide to the Covered Person information regarding entertainment events worldwide including in the Covered Person's country of residence. Types of events will include sporting events, musical events and theatrical events. American Express Platinum Card Assistance will provide information relating, but not limited to:

- a) Schedule of events
- b) Venue and date(s) of event
- c) Special conditions such as seating arrangements and/or dress codes
- d) Entrance and seating costs
- e) Any published information.

##### **2.4.2 Entertainment and Ticket Reservations**

American Express Platinum Card Assistance will locate and purchase tickets on behalf of the Covered Person for entertainment events such as sporting, musical and theatrical events worldwide including Covered Person's country of residence. American Express Platinum Card Assistance will purchase tickets from the box office and official agents of the box office but American Express Platinum Card Assistance will not deal with unofficial ticket brokers. American Express Platinum Card Assistance will use its worldwide network to source and purchase the best available ticket(s) according to the Covered Person's requirements.

##### **2.4.3 Flower Orders and Delivery**

Upon request from a Covered Person, American Express Platinum Card Assistance shall order and arrange delivery of flowers, plants and/or floral arrangements to a requested worldwide destination including the Covered Person's country of residence. Gift deliveries may include a message Card, provided that details are supplied to American Express Platinum Card Assistance at the time the order is placed.

##### **2.4.4 Fine Food Arrangement & Delivery**

Upon request from a Covered Person, American Express Platinum Card Assistance shall arrange the delivery of Fine Food items such as Champagne, wine, gourmet food and food hampers to a requested destination. Fine food deliveries may include a message Card provided that details are supplied to American Express Platinum Card Assistance at the time the order is placed.

##### **2.4.5 Restaurant Reservations**

Upon request from the Covered Person, American Express Platinum Card Assistance will make restaurant reservations on behalf of the Covered Person and continue to monitor the reservation until the actual date and time, so as to secure a satisfactory arrangement.

##### **2.4.6 Fine Dining Programme**

American Express Platinum Card Assistance has exclusive arrangements with a number of premium restaurants to provide reservations at short notice and other benefits exclusive to American Express Platinum Cardmembers. Current details of restaurants participating in the Fine Dining Programme can be obtained from the American Express Platinum Card Assistance and are subject to change. Participating restaurants offering exclusive table reservations for American Express Platinum Cardmembers will reserve at least one table for dinner (and lunch, if served) for the exclusive use of American Express Platinum Cardmembers. Reservations must be made through the American Express Platinum Card Assistance and are offered on a first come, first served basis. Reservations for participating restaurants outside India can be made until 10 a.m. (local time) on the day required, subject to availability. Reservations at participating restaurants within India can be made until 12 noon for lunch and 7 p.m. for dinner.

##### **2.4.7 Gift Arrangement & Delivery**

American Express Platinum Card Assistance will make arrangements on behalf of the Covered Person for the delivery of gifts, including flowers, cakes, toys and various other merchandise. Deliveries of items are on a worldwide basis according to the Covered Person's requested means of transport. Gift items that may be the subject of legal process or contention, or are ethically or morally objectionable in nature, will not be processed. American Express Platinum Card Assistance will do its utmost to source and secure delivery to the Covered Person according to his/her requirements.

##### **2.4.8 Assistance in Locating Lost Items**

In the event the Covered Person's luggage or personal belongings are lost, American Express Platinum Card Assistance upon receiving the relevant details from the Covered Person will initiate a search in order to recover the lost items. This search will include liaison with the applicable police department or, in the event of items being lost while in transit, the relevant responsible people in the passenger carrier division. American Express Platinum Card Assistance will actively search for the items for 48 hours and then keep the search open until the relevant authorities declare the item(s) found or irretrievable. American Express Platinum Card Assistance will keep the Covered Person informed of progress at regular intervals.

##### **2.4.9 Referrals to Restaurants, Shops & Local Suppliers, Consulates & Embassies**

The Covered Person may request referrals to restaurants, shops, local suppliers and consulates and embassies around the world. American Express Platinum Card Assistance will provide information such as name, address and contact details and details of services offered. The final choice of a restaurant, shop or local supplier will be the responsibility of the Covered Person.

##### **2.4.10 Translation Services and Conference Facility Arrangements**

In the event that the Covered Person requires the services of a translator, American Express Platinum Card Assistance will source and provide quotation(s) and, upon approval from the Covered Person, proceed to make the necessary translation arrangements. Should the Covered Person require conference facilities, American Express Platinum Card Assistance will provide information about venues and locations and, at the Covered Person's request, make arrangements to secure these facilities on behalf of the Covered Person. The final choice of translator and conference facilities will be the responsibility of the Covered Person.

##### **2.4.11 Purchase and Shipping Restrictions**

American Express Platinum Card Assistance will purchase and ship luxury items and gifts on behalf of the Covered Person, provided such goods are for the Covered Person's personal use and a shipping agency can be located to ship the requested item(s) and provide the applicable insurance cover, provided such items are allowed to be imported under the prevailing exchange control guidelines as amended by Reserve Bank of India from time to time. American Express Platinum Card Assistance will not arrange the purchase or delivery of any commercial consignment. American Express Platinum Card Assistance will purchase and ship items in accordance with international shipping regulations and will observe the customs and excise restrictions that are in force. The Covered Person will be informed of any applicable customs, excise, value-added taxes and other taxes. The Covered Person is responsible for all such Charges and restrictions. American Express Platinum Card Assistance will only arrange to ship items that are insured to the full purchase value of item(s). If the Covered Person chooses not to opt for the insurance, then American Express Platinum Card Assistance will refer them to the relevant shipping agent to make arrangements directly.

##### **2.4.12 Exclusions in Locating Goods**

American Express Platinum Card Assistance will not locate goods requested for large-scale commercial use, or locate goods abroad when customs regulations prohibit the shipping of the items to the Covered Person. American Express Platinum Card Assistance will not locate items that are prohibited under national law or which contravene universally accepted moral or ethical standards including but not limited to indecent material, arrangements in connection with all forms of gambling, goods that may be offensive, arrangements or goods which pose an invasion of privacy; locating goods from countries with US Government Sanctions. However, American Express shall provide these services on a best effort basis. It is expressly understood that American Express Platinum Services will not entertain any such request which is unethical, illegal, immoral and unlawful in nature.

##### **2.5 Cash Advances for Travel Emergencies**

For American Express Platinum Cardmembers who require emergency cash advance outside India while travelling overseas (excluding Nepal and Bhutan) in the event of loss or theft of all necessary travelling documents, flight delay/cancellation, missed connection of flight, when the following situation limits their ability to obtain cash:

- After business hours, all Banks and American Express Travel Service Offices are closed
- In remote locations where there is no American Express Travel Service Offices, no Banks or American Express Offices

American Express Platinum Card Assistance will organise a cash advance delivery of up to US\$1000 to the Covered Person for the above purpose. The advanced amount will be charged to the Covered Person's American Express Platinum Card Account within 30 days of the date from when the service was provided.

### **3. Travel Emergency Assistance**

#### **3.1 Emergency Medical Assistance**

##### **3.1.1 Dispatch of Essential Medicines Not Readily Available**

If medical supplies are necessary for treatment of an unforeseeable disease or accident and cannot be obtained locally, American Express Platinum Card Assistance will put its best endeavour to obtain and dispatch them to the Covered Person at the earliest possible time. The cost of such medications, duties and taxes (if applicable) will be borne by the Covered Person. These Charges will be billed to the Covered Person's Platinum Card Account within 30 days from the date of service.

##### **3.1.2 Medical Assessment of Treatment Received Locally/Medical Monitoring**

Platinum Card Assistance shall take all reasonable steps to obtain a medical assessment of the treatment of a Covered Person and co-ordinate where it is medically advisable in the opinion of a physician designated by Platinum Card Assistance (Designated Physician); monitor the local treatment until the Covered Person is released from treatment or is sent home. Platinum Card Assistance guarantees that the Designated Physician of the relevant jurisdiction be of good repute and not have been the subject of any reprimand or malpractice proceedings.

These steps include but are not limited to:

- a) The Designated Physician shall follow up with the local treating physician, discuss the preliminary diagnosis and evaluate the recommended treatment based on the information made available to the Designated Physician
- b) The Designated Physician will contact the local treating physician throughout the treatment period, when deemed medically advisable, to monitor the progress of the Covered Person and to determine the adequacy and necessity of the treatment being provided to the Covered Person. In cases where the Designated Physician does not deem it medically advisable to contact the local treating physician every 48-hours, or more frequently, while the Covered Person is in hospital, a representative for American Express Platinum Card Assistance will contact the Covered Person at least every 48-hours, if possible and if not, will contact the local physician in order to monitor the progress of the Covered Person.

##### **3.1.3 Medical Evacuation & Repatriation**

If the Designated Physician determines that the Covered Person is not receiving adequate treatment locally, American Express Platinum Card Assistance will organise his/her transfer to a more appropriate hospital, at no cost to the Covered Person. If necessary depending on the injury or illness and if medically advisable, the Covered Person will be repatriated to the medical centre closest to his/her usual place of residence. If transportation is required, it will be arranged by one of the following options: First Class Train; couchette or sleeping car, taxi, road or air ambulance, on a scheduled flight and business class if possible. Repatriation will not be provided for illness or injuries of a mild nature, which can be treated locally and do not prevent the Covered Person from continuing his/her journey.

##### **3.1.4 Emergency Funds**

To minimise financial inconvenience to the Covered Person in an emergency the following services will be provided:

- a) When Platinum Card Assistance has been provided with information that the Covered Person is covered by a health insurance policy which would cover the services in question, Platinum Card Assistance shall first ask the medical facility or local treating physician to bill the insurance company of the Covered Person and if the medical facility or local treating physician is unwilling to do so, shall then request the medical facility or local treating physician to bill the Covered Person directly rather than requiring the Covered Person to pay on site

- b) Where a local treating physician or medical facility refuses to provide needed medical services to a Covered Person without receiving advance payment for those services and or obtaining a guarantee, upon request of the Covered Person, the Platinum Card Assistance shall guarantee and when necessary advance up to US\$8,000. If a Covered Person is unconscious and American Express Platinum Card Assistance determines it is necessary to offer such a guarantee or to advance payment to a local treating physician or medical facility, Platinum Card Assistance shall do so on the Covered Person's behalf, if a family member is not available for this purpose. All such payments will be billed to the Covered Person's Platinum Card Account

### 3.1.5 Visit of An Immediate Family Member to the Covered Person's Hospital Bedside

Platinum Card Assistance shall arrange and pay for emergency round trip economy class transportation for one member of the immediate family of the Covered Person to travel to the place of treatment if:

- a) The Covered Person is travelling alone or with a child of 16 years or younger, or with a travelling companion who is not a family member and who has been required to leave the Covered Person; and
- b) A Designated Physician in consultation with the local treating physician, reasonably anticipates that the Covered Person will be hospitalised for 10 consecutive days or more, Platinum Card Assistance shall arrange accommodation for the family member but shall have no responsibility for the cost of the accommodation, meals, or other expenses of the family member.

### 3.1.6 Repatriation of Dependent Children

If the dependent children aged 16 years or younger, travelling with the Covered Person at the time of accident/injury or illness of the Covered Person, are left unattended, Platinum Card Assistance shall arrange and pay for the one-way, economy class transportation to return the children to their usual place of residence. Should it be necessary for the children to be accompanied by an attendant, Platinum Card Assistance shall pay for a qualified escort to accompany the children. If the child of a Covered Person or a member of the Covered Person's family designates a return destination other than the Covered Person's usual place of residence, Platinum Card Assistance shall make the travel arrangements, purchase the tickets and pay for such travel up to the cost of travel to the usual place of residence of the Covered Person. Any extra expense will be Charged to the Covered Person's Platinum Card Account.

### 3.1.7 Transportation of a Travelling Companion

If a decision is made to evacuate or repatriate a Covered Person to another hospital or treatment facility, Platinum Card Assistance will provide for the one-way, economy class transportation of one travelling companion who is covered under this Agreement (the "Covered Travelling Companion") to return to the usual place of residence of the Covered Person, provided that the ticket of the Covered Travelling Companion has become invalid as a result of delay caused by the illness or injury of the Covered Person (the class of air transportation will be the same if available, as the Covered Person's original ticket). If the Covered Travelling Companion designates a return other than the usual residence of the Covered Person, Platinum Card Assistance shall make the travel arrangements, purchase the tickets and pay for such travel up to the cost of travel to the usual residence of the Covered Person. Any extra expense will be Charged to the Covered Person's Platinum Card Account.

### 3.1.8 Transmission of Urgent Messages

If Platinum Card Assistance has been notified that a Covered Person has been admitted to a medical facility, within 48-hours of such admission or at the time when the Covered Person is first reachable by telephone whichever is the latest, Platinum Card Assistance shall ask the Covered Person admitted to the hospital or medical facility whether he/she would like Platinum Card Assistance to contact the immediate family, next of kin or business associates. Platinum Card Assistance shall use its best efforts to make any such contact requested by the Covered Person. As long as Platinum Card Assistance exercises due care and transmits such information in a reasonable manner, Platinum Card Assistance shall have no responsibility for, and the Covered Person shall indemnify Platinum Card Assistance for any damage caused by any information transmitted by Platinum Card Assistance on behalf of the Covered Person.

### 3.1.9 Transportation of the Travelling Companion to the New Place of Hospitalisation

When Platinum Card Assistance moves a Covered Person from one hospital to another, other than a medical facility near his/her usual place of residence, Platinum Card Assistance shall arrange and pay for one travelling companion of the Covered Person or a family member who is with the Covered Person, but not both, to travel to the new hospital location. The travelling companion will use the same mode and class of transport as the Covered Person, whenever practicable.

### 3.1.10 Emergency Hotel Expenses

Platinum Card Assistance will arrange and pay up to US\$200 per night for a hotel room up to a maximum of 5 consecutive nights in case the Covered Person has to remain in the country when travelling for emergency medical treatment or further medical check-ups for the purpose of convalescence monitored and agreed by a Designated Physician and if this treatment will extend the trip duration of the Covered Person beyond his/her original plans.

### 3.1.11 Repatriation of Mortal Remains

In the case of death of the Covered Person, Platinum Card Assistance shall arrange the prompt transportation of the mortal remains back to his/her usual place of residence. Platinum Card Assistance shall pay all the associated expenses including up to US\$700 for a coffin or other encasement of remains suitable for travelling purposes only, excluding the cost of ceremonies or cremation/burial. The choice of coffin or encasement of remains will be at the discretion of Platinum Card Assistance.

### 3.1.12 Return Home on the Death of a Relative

Platinum Card Assistance shall make the travel arrangements and pay the costs of the Covered Person including but not limited to purchasing an economy class airline ticket to return as soon as possible to their usual place of residence in the event of the death of a relative and in order to attend the deceased's funeral and will include any one of the following residing in India; father, mother, parents-in-law, legal spouse, child, brother or sister, provided that the Covered Person's travel ticket is not valid for an early return to his/her usual place of residence.

### 3.1.13 Referral to Medical Service Providers

Platinum Card Assistance shall provide the Covered Person with the name, address and telephone number of a nearby Medical Service Provider such as doctors, dentists, hospitals and clinics. Wherever possible, the Covered Person will be provided with the details of two or more providers. The final selection of the provider shall be the responsibility of the Covered Person.

### 3.1.14 Replacement of Spectacles/Contact Lenses/Prescribed Medicines

Platinum Card Assistance will arrange and organise transportation of replacement spectacles or contact lenses (if left behind or lost) or urgently needed prescribed medicine not readily available in the country in which the Covered Person is travelling, provided that the Covered Person is able to supply sufficient information to Platinum Card Assistance to locate the optical provider regularly used by him/her, or in the case of medicine, the necessary prescription. Costs of research, transport and packing will be paid by Platinum Card Assistance. The costs of replacement lenses, spectacles or medicine plus any costs related to doctors fees or import duties or taxes will be Charged to the Covered Person's Platinum Card Account within 30 days from the date of shipment. All medicine that is prescribed on a monitoring basis will not be provided unless the Covered Person attends an appointment with a registered medical practitioner.

## 3.2 Restrictions

- 3.2.1 In the event of a medical emergency, when the Designated Physician in consultation with the local treating physician determines it is medically necessary for the Covered Person to be transported to a different hospital or repatriated to his/her usual place of residence for proper medical treatment, Platinum Card Assistance will arrange and pay for the transport under proper medical supervision. All decisions as to the medical need for evacuation/repatriation, the means, logistics, medical escort, medical equipment and medical crew to be used, and final destination, are medical decisions which will be made by the Designated Physician based on medical factors and their decisions shall be conclusive on determining the need for such services.
- 3.2.2 Except for the Designated Physician all health professionals or persons providing the services herein will be considered independent contractors and Platinum Card Assistance shall not be liable for the negligence or other wrongful acts or other omissions of such health care or other professionals.

## 3.3 Medical Assistance Exclusions

### 3.3.1 Existing Medical Conditions

Platinum Card Assistance shall have no obligation to provide medical assistance where the illness giving rise to the necessity of medical attention falls within any of the following categories: illnesses arising from a medical condition which existed prior to the period of a Covered Trip (unless the treating practitioner or treating specialist has given specific written confirmation of fitness to travel prior to departure); sickness and bodily injury resulting from the use of non-prescribed drugs; attempted suicide or mental illness; premature birth or miscarriage within three months of the estimated date of delivery.

### 3.3.2 Repatriation of Persons

Platinum Card Assistance shall have no obligation to repatriate the Covered Person in the case of the following: illnesses or injuries of a mild nature which can be treated on the spot or which do not prevent the Covered Person from continuing his/her journey; fractures and sprains of a mild nature; chronic diseases; pregnancies unless an unforeseeable event arises (limited to the first six months of pregnancy); abortions; recovery periods of illness or injury contracted or sustained before the beginning of the journey; attempted suicide; accidents occurring while the Covered Person is participating in any official sports contest or sports of high risk nature; injuries or illnesses occurring within 180 days from when bodily injury or illness was sustained or contracted.

### 3.3.3 Restrictions Related to Repatriation/Evacuation

Platinum Card Assistance shall not be liable for costs, actions or decisions by the Covered Person or representative to engage the services of another Assistance Company or persons for the purposes of repatriation or evacuation. However, in the unusual circumstance that the Covered Person is in a remote place with no means of contacting Platinum Card Assistance either by themselves or through another close person, and any delay may result in loss of life or severe prejudice to the Covered Person, then Platinum Card Assistance shall pay for such costs of evacuation to the nearest place of contact to Platinum Card Assistance.

## 3.4 Limitation of Guarantee

When Platinum Card Assistance organises a repatriation or other transportation and if the covered claim does not oblige Platinum Card Assistance to change the date on which the Covered Person has initially planned to go back home, or if the Covered Person's ticket can be modified, Platinum Card Assistance shall ask the Covered Person to use his/her ticket. In instances where Platinum Card Assistance has paid the Covered Person's transportation back home, the Covered Person shall send his/ her unused ticket to Platinum Card Assistance.

## 3.5 Legal Services

### 3.5.1 Referrals and Advance of Lawyer Fees

Platinum Card Assistance shall provide the Covered Person with the name, address and telephone number of a local lawyer. Wherever possible the Covered Person will be provided with the details of two or more lawyers, although the final selection of a lawyer shall be the responsibility of the Covered Person. Platinum Card Assistance guarantees that lawyers of the relevant jurisdiction be of good repute and not have been the subject of any reprimand or malpractice proceedings. Platinum Card Assistance shall advance emergency funds to the Covered Person to pay for fees and costs associated with such representation up to US\$10,000 for each and every occurrence. This amount will be Charged to the Covered Person's Platinum Card Account within 30 days from the date of advance of the legal fee.

### 3.5.2 Advance of Bail Bond

Platinum Card Assistance shall attempt to secure and properly post where possible, bail bonds for the Covered Person up to US\$10,000 for each and every incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost shall be borne in full by the Covered Person and will be billed to the Covered Person's Platinum Card Account within 30 days from the date of posting of the bond, for repayment.

### 3.5.3 Conditions

The total advance for legal services and bail bond is limited to US\$10,000 for each and every incident. If the Covered Person does not attend the court hearing at the arranged date and time, Platinum Card Assistance may launch action to recover the loss of the bail bond and pursue the Covered Person for immediate repayment.

## 4. Home Assistance

Platinum Card Assistance will provide emergency Home Assistance during the normal service hours of the service providers to a Covered Person and will bear costs up to ₹1200, of call out Charge, labour and spare parts, or up to a maximum of two times per year, per Card Account which ever happens earlier, as follows:

### 4.1 Electrical Repair Assistance

Gadgets included are Refrigerator, Deep Freeze, Dish Washer, Microwave Oven, Electrical Cooking Range and Vacuum Cleaner – at the Covered Person's usual place or residence. Platinum Card Assistance shall arrange for a competent and certified electrician to effect the repair or if unable to do so, refer the Covered Person to the nearest point of service available.

### 4.2 Electronic Repair Assistance

Gadgets included are Laser Disc Player, TV, DVD, VCD, Music Systems/ Decks, VCR/VCP - at the Covered Person's usual place or residence. Platinum Card Assistance shall arrange for a competent and certified electrician to effect the repair or if unable to do so, refer the Covered Person to the nearest point of service available.

### 4.3 Air Conditioning Repair Assistance

In the event of an air conditioning unit, in a Covered Person's usual place of residence, not functioning, Platinum Card Assistance shall arrange for an engineer to repair the unit.

#### 4.4 Computer Repair Assistance

In the event of any repair to a Computer (Desktop/ Laptop) and other related accessories relating to the functioning of the Computer including CPU, printers, modems, UPS in a Covered Person's usual place of residence not functioning, Platinum Card Assistance shall arrange for an engineer to repair the Computer and other related accessories.

#### 4.5 Pest Control Services

In the event that a Covered Person's usual place of residence is invaded by pests, including bees and termites, Platinum Card Assistance shall arrange assistance to control the infestation.

### 5. General Conditions & Exclusions for American Express Platinum Card Assistance

American Express Platinum Card Assistance shall use all available means to provide all assistance services as detailed in these Terms and Conditions. However, American Express Platinum Card Assistance shall not be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to: natural disasters; civil war; armed rebellion or conflict; war; insurrection; military acts of foreign nations; revolution; riots by collective action involving threats and actual disturbance; prohibition by Government authorities to permit such services; all acts of sabotage or terrorism; radioactivity; nuclear war; toxic fallout; volcanic eruption and all 'Acts of God', thus making the performance of this agreement impossible. Any fraudulent act, forgery, false or misleading evidence or omissions on the part of the Covered Person shall automatically end all obligations to provide the Covered Person with assistance services.

American Express Platinum Card Assistance shall not be liable for costs associated with assistance services, whereby American Express Platinum Card Assistance is not notified in the first instance or where services are provided by a third party not authorised by American Express Platinum Card Assistance. If the Covered Person has asked American Express Platinum Card Assistance to provide services, however, later it is found that the services provided fell under an exclusion as defined elsewhere in this Agreement the incurred costs by American Express Platinum Card Assistance in relation to providing such services shall be Charged to the Covered Person's American Express Platinum Card.

You agree and undertake that all expenses incurred by you overseas shall be governed by your entitlements as stipulated by the Reserve Bank of India (RBI) and strictly in accordance with the prevailing exchange control regulations issued and as amended by the RBI from time to time.

These Terms and Conditions shall run concurrently and continuously along with the American Express Platinum Cardmember Terms and Conditions and shall not waive any rights or obligations under that Agreement.

## Terms and Conditions

### International Airline Programme ("AE-IAP")

1. The AE-IAP is subject to these conditions. American Express reserves the right to change these conditions from time to time without prior notice and/or to discontinue the whole programme.
2. Airlines reserve the right to change, cancel or restrict flight operations without notice. AE-IAP Companion Seat allocations or Upgrades may be limited by airlines to certain flights and/or dates. AE-IAP is subject to the Terms and Conditions of each participating carrier. American Express does not guarantee that seats or tickets will be available.
3. Certain airlines may impose a Charge for AE-IAP Companion Tickets or Upgrades either generally or during high demand/season periods. You will be advised of any applicable Charge at the time of booking.
4. To qualify for the AE-IAP Companion ticket or Upgrade:
  - your journey must start and end at the same port as designated by the participating airline and be completed within the period during which your selected carrier participates in the programme. You will be advised of any applicable dates at the time of booking;
  - a ticket must be purchased at the designated AE-IAP full published fares (non restricted fare) on a participating airline and Charged to a valid American Express Platinum Card which is in good standing;
  - the American Express Platinum Cardmember who purchases the ticket(s) must be one of the travellers;
  - AE-IAP tickets are non-transferable and non-endorsable;
  - the person using the Companion Ticket must travel with and have the same itinerary as the Cardmember with the paid ticket and is subject to all applicable government fees, taxes and Charges.
5. Any travel on a non-participating airline must be ticketed and paid for separately and is not part of the AE-IAP. Code share flights on the worldwide partners of the participating airlines are not eligible under this Programme.
6. One Companion Ticket or Upgrade only is allowed per American Express Platinum Cardmember travelling per itinerary. Companion Tickets have no refund value and do not earn Frequent Flyer mileage. To obtain a refund of the paid ticket, the Companion Ticket must also be returned along with the original paid ticket.
7. Advance reservations must be ticketed no later than 30 days before departure or reservations will be cancelled. Reservations made less than 30 days before departure must be ticketed within 72 hours after bookings are made or reservations will be cancelled.
8. The AE-IAP Companion Ticket and Upgrade offer is not valid and may not be combined with any promotion, discount, negotiated or corporate rate.
9. American Express acts only as an agent for travel service providers and does not own or operate any airline or means of transportation. American Express is not liable for service deficiencies on the part of participating airlines or injuries; delays; changes in routes or itineraries; loss; theft or damage to possessions. American Express strongly advises travellers to insure themselves against travel risks. Travellers are responsible for ensuring that they have valid travel documentation and for complying with the health, customs, currency and other laws of any country they enter or attempt to enter.
10. The AE-IAP is available to American Express Platinum Cardmembers from a variety of participating airlines each with specifically designated ports of departure and arrival. Please refer to the American Express Platinum Card Service for details of participating airlines, applicable routing and timetables and fares in force, of any particular airline.
11. These Terms and Conditions shall run concurrently and continuously along with the American Express Platinum Cardmember Terms and Conditions and shall not waive any rights or obligations under that Agreement.

## Terms and Conditions

### Signature-On-File

#### 1. Monies Paid to American Express Banking Corp.

It is a condition of any booking that all monies paid to American Express Banking Corp., Cyber City, Tower-C, DLF Building No. 8, Sector-25, DLF City, Phase-II, Gurgaon - 122 002 ("American Express") as and when it sees fit for or in respect of the services to be provided or fees payable to suppliers or carriers, and the payment of a deposit or Charge Card authorisation for travel or related fees shall be deemed to be a direction by the client to American Express to disburse such monies as aforesaid.

#### 2. Prices/Exchange Rates

Price justifications for travel are expressed in Indian Rupees and are based on foreign currency exchange rates, tariffs, taxes and fares valid at time of quoting. These are subject to alteration if there are fluctuations in rates of exchange, taxes or fares, or for other cause, at any time.

#### 3. Variations of Conditions

American Express reserves the right to vary these Signature-On-File Conditions at any time, but no such variation shall be binding unless made or confirmed in writing.

#### 4. Monies Paid to American Express

You agree to be responsible for all Charges to your American Express Card Account authorised by you or any Authorised Individual via phone, fax, e-mail, or in person, and where you or any Authorised Individual is the beneficiary of the service requested. You authorise us to accept instructions from any individual who reasonably appears to be yourself or an Authorised Individual.

You agree to authorise us without delay, of any changes to your Card Account number or status, or any Authorised Individuals. Cancellation of the authority of an Authorised Individual is not effective until received by American Express. American Express acts as agent for the supplier or service provider in booking or arranging all transport, sightseeing, hotel accommodation and other travel-related services. American Express does not own, manage, control or operate any supplier of services. All coupons, receipts and conditions specified by the suppliers. By accepting the coupons and tickets and utilising their services, you agree that neither American Express nor any of its subsidiary companies or Representatives shall be liable for any loss, injury or damages to you or your belongings or otherwise in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond its control, including breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule, etc. Also remember that travel documents, if necessary, and compliance with customs regulations, if applicable, are your responsibility.

#### 5. Refunds

Unused documents for which refund is sought must be returned to American Express. Refunds are subject to airline and other operator Terms and Conditions as well as outgoings incurred by American Express. Because of checking procedures these can take a minimum of 4-8 weeks to be processed. American Express will, however, issue a Temporary Credit (without liability), for tickets originally paid for on The American Express Card only, for cancelled or returned tickets when clients advise the ticket number, carrier and place and time the tickets were returned. In the case of lost tickets, a Temporary Credit will be passed upon receipt of a copy of the Lost Ticket Indemnity Form.

#### 6. General Information

This authorisation is valid until your American Express Card Account changes (i.e: replaced due to lost/stolen Card), expires or is revoked in accordance with The Cardmember Agreement. We shall require you to sign a fresh authorisation if the Card Number has changed due to replacement, if it has expired or if you have revoked this authorisation in writing, but then subsequently decide to use the Signature-On-File facility.

If the American Express Card issued to you is cancelled or authorisation for the Card is refused, you will pay American Express office directly any amounts outstanding for travel services. These Terms and Conditions in no way change or affect your responsibility and obligations as defined in the Cardmember Agreement issued to you. In the event any provision conflicts with a provision of the Cardmember Agreement, the Cardmember Agreement shall prevail.

## American Express Platinum Card® Cardmember Agreement

Before you sign or use The Platinum Card, read this Agreement thoroughly, because by signing, using and accepting the Card, you will be agreeing to the Terms and Conditions contained in this Agreement. Your use of the Card will be governed by this Agreement.

#### 1. Definition

As you read this Agreement, remember the words "you" or "your" mean the person whose name appears on the Card Application. The words "we", "our", "us" refer to American Express Banking Corp., ("AEBC")

When we use the term "Card" we are referring to any Card issued by AEBC, to you and all other Cards issued on your Card Account including the Basic Card and any Additional Cards which carry the name of American Express or the trade mark or logo or service mark of American Express on the face of the Card. If you are the individual who asked us to issue one or more Cards, you will be called the "Basic Cardmember" and you will have an Account with us which we call your "Card Account".

The Card we issue to you will be called the "Basic Card". Your request for the "Basic Card" would be deemed to be inclusive of the "Additional Card" for helping you to segregate your personal and business expenses. If you receive the Card at the request of a Basic Cardmember to use in connection with the Basic Cardmember's Account, you will be called a "Supplementary Cardmember" and the Card issued to you will be called a "Supplementary Card".

The term "Additional Card" will, however, include and mean both the Cards issued to the Supplementary Cardmember and the Card issued to the Basic Cardmember as an "Additional Card for Business Purposes".

Additional Cards are issued at the request of the Basic Cardmember and they may be cancelled at the request of the "Basic Cardmember" or if the Basic Cardmember is unwilling or unable to meet all obligations relating to the Additional Card or the Account. When that happens, the Basic Cardmember shall ensure that the Additional Cards are surrendered to us, cut in half. The Basic Cardmember shall remain liable for all Charges made on the Additional Card(s) before it is returned to us. The Basic Cardmember and any Additional Cardmember using a Basic Cardmember's Account agree both jointly and severally to be bound by all terms of this Agreement.

When we use the term "Establishment" we are referring to any corporation, firm, company or person who holds itself out as willing to accept the use of a Card in settlement of the price of the provision of any goods or services.

## 2. Acceptance of This Agreement

If you agree to be bound by this Agreement, you should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us promptly. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Card, you should not use it before the valid date or after the expiration date printed on the face of the Card.

## 3. Liability for Charges - Immediate Payment

All amounts Charged to a Card Account will be called "Charges" in this Agreement.

A "Charge" means a transaction made or Charged with the Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, drafts made from the Account, interest, taxes as may be applicable and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions.

We will send bills to the Basic Cardmember for all Charges. The Basic Cardmember is liable to us for all Charges including those made in connection with the Basic Card and those made in connection with any Additional Cards. You should notify us immediately of any change in your billing address. The Additional Cardmember is jointly and severally liable to us for all Charges made in connection with the Card issued to the Additional Cardmember even though we may send bills to the Basic Cardmember and not to the Additional Cardmember.

All Charges are due immediately upon receipt of our monthly statement provided, however that in the event of your non-receipt of our monthly statement, you shall be liable to make payment of the Charges within 18 days of incurring the Charge on the basis of your copy of the Record of Charges, or earlier, if requested by us.

You expressly agree that our copy of the monthly statement of Charges will be final and conclusive evidence of your liability for the Charges stated therein. You further expressly and unconditionally agree that the signature of the Cardmember or the Additional Cardmember on each Record of Charge will amount to an unconditional undertaking by you to pay to us the amount of the Charge stated therein.

You agree that when you use the Card, you will sign the Record of Charge with the signature appearing on the Card. Failure to do so will not avoid liability for the Charges. Upon incurring a Charge at any Establishment, you must collect your copy of the Record of Charge and the bill from the Establishment.

You agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received electronically from an Establishment's point of sale terminal or from you shall be admissible to prove the contents of that document for any purpose.

We reserve our right to levy a transaction fee, at our discretion, in addition to the amount of Charge on any particular transaction at any Establishment.

## 4. Cash Advance/Express Cash

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs), select partner Banks and from other locations as may be offered by us from time to time.

We may issue PIN to Cardmembers at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you may apply for enrolment in the Express Cash Facility. To do so, you must complete and submit an enrolment form. You can contact us at to obtain the form for Express Cash Facility (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

## 5. Dial a Draft/Phone Pay

We may offer Dial a Draft/Phone Pay facility to you. To avail of this facility, you may make requests for issue of Drafts (i) over the telephone by quoting Telephone-Personal Identification Number (T-PIN) or other particulars as may be stipulated or (ii) by completing the prescribed Order Form in full. A request based on an incomplete Order Form may be rejected. In case of requests received over the telephone, we will be at liberty to record the conversations on tape and the said recordings may be relied at our discretion, if required. Requests which fulfil our requirement will be processed and Drafts will be produced and sent to the Cardmember. American Express has the sole discretion to accept or reject a request.

We reserve our right to do a Credit appraisal for the full amount of the Draft. No Draft will be issued for part of the amount requested. In addition to the value of the Draft, a service fee as may be decided by us and which may vary from time to time, will be Charged to your Card Account.

While we will mail/courier the Draft as soon as it is ready, we will not be responsible on Account of non-delivery or delays in delivery or non-receipt of Drafts. If a Draft is lost or needs to be cancelled, you must inform us immediately. Any refunds due to cancellation of the Draft will be done only through credit to your Account after receiving a duly filled indemnity from you in the form acceptable to us. Service Charges will not be refunded in the event of cancellation of the Draft.

Original Drafts have to be sent back to us, for us to initiate the cancellation. We will not be responsible for replacement or compensation of lost/stolen Drafts.

## 6. Platinum Privileges

We may offer you various Platinum Privileges from time to time. The usage of these privileges by you is purely "voluntary" and has been offered by us on a "best effort basis". We make no guarantee, assurance, or representation and assume no liability with regard to the merchantability, fitness of the various devices or equipment used for various activities organised/conducted by third parties. We assume no responsibility for the competence or expertise of the said third parties. Please note that any participation in the said activities is subject to your fitness and with full knowledge of the various risks such as injury/disability/disease/death inherent or arising out of such activities. The redemptions are subject to applicable third party Terms and Conditions and/or fulfilment of travel documentation. We will neither be responsible nor guarantee the quality of the goods/services and are not liable for any defect or deficiency of goods or services so obtained/availed so redeemed by you and shall also not be liable for any loss/ damage/claim that may arise out of use or non-use of any goods or services so availed by you. We reserve our absolute right to withdraw and/or alter the Terms and Conditions of the various privileges at any time without prior notice.

## 7. Payments

You must always pay us in Indian Rupees with a draft, cheque, NEFT or Cash. You may also authorise us to debit directly to your Account with your financial

institution and credit your Card Account with the total amount due on the monthly statement (National Automated Clearing House). If you select NACH, we will advise you of the Terms and Conditions governing its operation.

We may accept partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in anyway.

## 8. Dishonoured Cheques and Dishonoured ECS/NACH Instructions

If you or your representative transmits or causes to be transmitted to us any cheques or drafts or ECS/NACH payments that are not honoured for their full amount, for each such cheque or draft or ECS/NACH payment, we may Charge the Card Account as appropriate to cover our internal administration costs.

## 9. Late Payment Charge

If we do not receive payment in full of the Charges shown on any monthly statement by the due date, Late Payment Charges will be levied at the rate of five percent (5%) on the unpaid balance. Subsequently, late payment Charges 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. The minimum monthly Late Payment Charge shall be ₹300. Details of Late Payment Charges will be included in your monthly statement and unpaid Late Payment Charges will themselves be treated as overdue amounts and will be further subject to Late Payment Charges. We may take such action as we consider necessary to recover overdue amounts and otherwise protect our interests. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.

## 10. Use of Cards

The Card issued to you can be used in India and overseas. You agree and undertake that the American Express Card issued to you, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations issued and as amended by the Reserve Bank of India (RBI) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. Further you also agree and understand that if you are required to get your passport endorsed for any such Charges incurred by you as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by you, you shall be liable for any action under the Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 as amended, and be debarred from the American Express Card facility either at our instance or by the RBI.

The Globally Valid Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees.

Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations. The Card is issued to the person requesting issuance of the same. No other person is permitted to use the Card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all Charges made with the Card issued to you. You agree to notify us in writing, at once, if the Card is lost, or stolen, or if you suspect it is being used without your permission. You shall also file an FIR with the nearest Police Station from where the loss occurred. Provided that you have acted in good faith, your liability to us arising out of any unauthorised use of the Card prior to such notification shall be limited to Indian ₹1,000.

You agree that you will not resell or return for a cash refund any merchandise, tickets or services obtained with the Card. You may return a purchase to an Establishment honouring the Card for credit only if the Establishment permits and approves such return.

We reserve the right to deny authorisation for any requested Charge. American Express reserves the right to decline all or any jewellery transactions. You agree to ensure that any Additional Cards issued on your Card Account are used in the manner consistent with this clause. For contact details please refer to the last page of this Agreement.

## 11. Billing Errors or Inquiries/Problems with Goods and Services

In the event of any queries on the monthly statement of the Card Account submitted to us in writing within 60 days of the statement date, we will take reasonable steps to assist you by providing information in relation to Charges Charged to the Card Account. We may Charge a reasonable administrative fee for statement reprints or Record of Charge forms. If you do not notify us of an error or omission on the statement within 60 days of the statement date, the statement will be conclusively settled to be correct except for any amount, which has been improperly credited to the Account. Please view the contact details at the end of the Agreement.

If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on the credit slip to the Card Account. We are, however, not responsible or liable for any defects or complaints in respect of the goods or services which you may have Charged to the Card. Any dispute should be directly settled with the Establishment. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by the Cardmember may be the subject of set off or counterclaim against us. We accept no responsibility for the failure of any Establishment to accept the Card or for any loss or damage arising from the manner of its acceptance of the Card. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the Cardmember and any dispute arising there from should be directly settled with it. For contact details please refer to the last page of this Agreement.

## 12. Charges in Foreign Currencies

If you make a Charge, cash/cheque withdrawal in a currency other than U.S. Dollars, that Charge, cash/cheque withdrawal will be converted into U.S. Dollars. The conversion will take place on the date the Charge, cash/cheque withdrawal is processed by American Express, which may not be the same date on which you made your cash/cheque withdrawal as it depends on when the cash/cheque withdrawal was submitted to American Express.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use a conversion rate based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

## 13. Insurance

Subject to local laws and regulations, if you use the Card to buy insurance or insurance, you give us permission to pay premiums for you when due based on your instructions. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Card Account or the Card is cancelled, we will stop paying premiums for you. You agree that we will not be liable in any manner whatsoever for any claim arising out of or in connection with the insurance policy and you shall address and sort out all such matters directly with the insurance company.

## 14. Renewal and Replacement Cards

The Card will be valid until the expiration date printed on the face of the Card.

You are requesting us to issue you a renewal or replacement Card before the current Card expires. If you are the Basic Cardmember, you are also requesting us to issue any Additional Cardmembers renewal or replacement Additional Cards before the current Additional Cards expire.

We will bill the renewal fees for the Card Account annually. We will continue to issue renewal or replacement Cards and Additional Cards until you tell us to stop.

## 15. Cardmember Information and Consent

You authorise us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy ourselves about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, Banks, Credit Information Companies (CICs) as authorised by Reserve Bank of India or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other.

We may disclose information about you and your Card Account to (a) companies within the American Express group of companies worldwide (including other organisations who issue the Card) (b) to any other party whose name or logo appears on the Card issued to you (c) to our suppliers and (d) to organisations who accept the Card in payment of goods and/or services purchased by you in order to administer and service your Account, process and collect Charges on it and manage the benefits or insurance programmes in which you are enrolled. We may also be required to disclose and accordingly furnish details of your Account to Credit Information Companies (CICs) as authorised by Reserve Bank of India or at the request of the Reserve Bank of India and/or any other statutory authority or officials of the Government of India or any State Government in India.

From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.

If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at the address (mentioned on last page of this document). Any information that we find to be inaccurate will be corrected promptly.

## 16. The Card Remains Our Property

The Card remains our property and we can revoke your right and the right of any Additional Cardmember to use it at anytime. We can do this with or without giving you notice and with or without cause. If we have revoked the Card without cause, we will refund a proportion of your Annual Card Account fee. We may list revoked Cards in our "Cancellation Bulletin", or otherwise inform Establishments that the Card issued to you and, if you are the Basic Cardmember, any Additional Cards have been revoked or cancelled.

If we revoke the Card or it expires, you must return it to us. Also, if an establishment asks you to surrender an expired or revoked Card, you must do so. You must not use the Card after it has expired or after it has been revoked. You shall continue to be liable for all Charges incurred by you after revocation or expiry of your Card, till the date your Card is returned to us.

The revocation, repossession or request for the return of the Card is not, and shall not constitute, any reflection on your character or creditworthiness and we shall not be liable in anyway for any statement made by any person requesting the return or surrender of the Card.

Furthermore, privileges and facilities attached to the Card may be withdrawn at any time at our absolute discretion, without giving any notice to you or assigning any reason thereof.

## 17. Authorisation

You hereby irrevocably authorise us to approach your Company or your Banker for attachment of your assets/monies against any outstanding balances on your Card and to do all acts, deeds and things which we may deem fit in connection therewith.

This clause shall survive the termination of this Agreement.

## 18. Indemnity

You agree to indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

## 19. Governing Law and Arbitration

19.1 These Terms and Conditions are governed by laws in India.

19.2 Any dispute, difference and/or claims arising out of or in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this Clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

19.3 Any arbitration award granted shall be final and binding on the parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.

19.4 This Clause 20 shall survive termination of the Cardholder Agreement.

## 20. Debt Assignment

We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstandings and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee or creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on Account of any such assignment, sale or transfer and recovery of outstandings and dues.

## 21. Right to Set Off

In the event of your delaying or being unable to settle your Card outstandings as provided in this Agreement, for any reason whatsoever, you expressly and unconditionally authorise us to set off and adjust any such outstanding against any amounts you have deposited with us under any Account or any amount that may be payable by us, in any capacity, to you on any Account whatsoever.

## 22. Limitation of Liability

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct

result you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular, we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

## 23. Miscellaneous

Establishments may not honour the Card when such Establishments organise and conduct a Discount or Reduction Sale in respect of their merchandise or services.

## 24. Compliance with Regulations

You agree to comply and if you are the Basic Cardmember, to procure the compliance of all Additional Cardmembers, with all exchange control regulations and other applicable laws from time to time in force which may be affected by use of any Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of non-compliance with any such regulations.

## 25. Changing This Agreement

We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change. We consider that you have accepted the changes if you keep or use the Card after you receive our notice.

If you do not accept the changes, you may terminate this Agreement by cutting the Card in half and returning the pieces to us. We will then refund a proportion of your annual Card Account fee. You will still be responsible for all fees and Charges made before you terminate the Agreement.

## 26. Communication with you

26.1 We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change.

26.2 All notices (which may include notice of changes to this Agreement), disclosures and other communications (together, "communications") may also at our sole discretion be communicated to you by mail or electronically to the street and/or e-mail address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the e-mail address you have most recently provided for your Card.

26.3 You must inform us immediately if you change your address or other contact information (such as telephone number or e-mail address) you have provided to us.

## 27. Law that Applies

This Agreement shall be construed and the provision and the use of Card facilities shall be subject to the laws of India and AEBC and you hereby unconditionally submit to the exclusive jurisdiction of the courts in the State of Delhi.

## 28. Contact Details

(i) For any written communication, please write to us at the following address:  
American Express Banking Corp.

CyberCity, Tower C, DLF Bldg. No. 8, Sector-25,  
DLF City Phase II, Gurgaon-122002.

(ii) For any verbal communication, Bank's 24 Hours call centre can be contacted at the numbers mentioned herein below:

American Express Platinum Card: 1800-180-1255, 0124-280-1444, 1800-419-1255

For the applicable Charges, Fees & Rate of Interest, please refer to Most Important Terms and Conditions (MITC).

29. Cards issued by AEBC may be equipped to enable contactless payments. Payments effected via the contactless feature do not require a second factor authentication and may be restricted in accordance with the Bank's internal policies/extant guidelines. In the event AEBC issues a contactless Card, it will be notified to you via the brochure accompanying the Card. Transactions above such a threshold will require a second factor authentication. The customer has a choice to effect the payments either or with the contactless feature subject to the threshold as stated above. Please refer to Americanexpress.co.in/contactless for further details.

## USE OF THE CHARGE CARD

### Statutory Compliance

The Charge Card issued to you can be used in India and overseas. You agree and undertake that the American Express Charge Card issued to you, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by the Reserve Bank of India ("RBI") from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Credit Card facility either at our instance or by the RBI.

The globally valid Charge Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. You agree to comply and if you are the Basic Charge Cardmember, to procure the compliance of all Supplementary Cardmembers with the exchange control regulations and other applicable laws from time to time in force, which may be affected by use of the Credit Card. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non compliance with any such regulations.

### Manner of Use

#### You Must:

- (a) Sign the Credit Card issued to you in ink as soon as you receive it and before you use it.
- (b) Keep the Credit Card number and any PIN secret and both separate from each other.

- (c) Only use the Credit Card within the validity dates shown on its face.
- (d) Not give the Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Credit Card as a result.
- (e) Not use the Credit Card to purchase anything to resell for commercial or business purpose.
- (f) Not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so.
- (g) Not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card.
- (h) You should not overpay on your Credit Card.
- (i) Not use the Credit Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement.
- (j) Pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available.
- (k) Not use American Express Card for any transactions prohibited by any law or regulation in force from time to time, such prohibitions include and are not limited to transactions related to lottery, cryptocurrency, sweepstakes, banned or proscribed magazines, payment for call-back services etc



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