

AMERICAN EXPRESS® CHARGE CARD - MOST IMPORTANT TERMS AND CONDITIONS

The MITC updated as on August 5th 2018 and circulated by American Express Banking Corp. as a part of all Card applications in compliance to Master Circular on Credit Card Operations of Banks issued by Reserve Bank of India. Cardmember/Cardholder shall mean any person holding any of the American Express Charge Card defined herein. Specific reference is given if any Terms and Conditions are applicable only to a particular American Express Charge 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.

(a) FEE AND CHARGES

- (i) **Joining fees for Primary Cardholder and for add-on/supplementary on Card holder – Not applicable; may be levied in future**
- (ii) **Annual Membership Fee for primary Cardholder and add-on Cardholder(s)**
Annual Membership Fee is payable for use of the Basic Card and each Supplementary Card issued at the request of the Basic Cardmember. Annual Fee is levied every year at the start of membership year. Annual Fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion.

| Product | Standard Annual Fee | Standard Add on Card Fee (Where Applicable)* | Membership Rewards Fee |
|---------------------------------------|---------------------|--|------------------------------|
| American Express® Platinum Card | ₹60,000 | ₹10,000 | FTO bundled with the product |
| American Express® Gold Card | ₹4,500 | ₹1,500 | FTO bundled with the product |
| American Express® Green Card | ₹2,100 | ₹950 | ₹800 (FTO)** ₹250 (NFTO) |
| Air India American Express® Gold Card | ₹5,900 | ₹2,000 | FTO Bundled with the product |

*Up to 4 Supplementary Cards for the American Express Platinum Card and 2 Supplementary Cards for the American Express Gold Card are complimentary with the Basic Card, post which the Standard Supplementary Card fee will be applicable.

**FTO: Frequent Traveller Option – Membership Rewards Points on the FTO tier never expire; NFTO: Non-Frequent Traveller Option; Membership Rewards Points on NFTO tier accrued in any other Enrolment Year that have not been redeemed for Rewards can be carried over for up to two further Enrolment Years. Any Points not used by the end of the second year after the Enrolment will be forfeited.

GST or any other taxes as applicable: Any Charges mentioned anywhere in this MITC are exclusive of the GST or any other taxes as applicable which is billed along with the fee that appears on the billing statement and is levied as per the applicable GST or any other taxes as applicable.

(iii) Cash Advance Fee

A Transaction Fee of 3.5% of the Cash Advance amount, subject to a minimum of INR 250, is levied every time a Cardmember withdraws cash on his Card.

(iv) Service charges levied for certain transactions

| Description of Service/ Transaction | Service/Transaction Charges |
|-------------------------------------|---|
| Duplicate Statement Fee | ₹100 per statement for paper statements older than 3 months |
| Cheque / ECS / NACH Return Fee | ₹250 per Returned Instrument |

| | |
|--|--|
| Record of Charge / Summary of Charge Retrieval Fee | ₹100 per Retrieval |
| Surcharge on Purchase of Railway Ticket | 1.8% of the transaction value or minimum of ₹10+ tax if booked on the internet (IRCTC) |
| Membership Rewards Points for Redemption / Reinstatement | (i) ₹250 for every redemption of Air Miles (ii) ₹200 for reinstatement of Points for every monthly billing statement [^] |
| Convenience Fee* on electricity, gas and water bill payments | A convenience fee will be levied on all electricity, water and gas payments through Bill Desk Standing Instructions or through American Express EPAY. ₹1 - 15,000 : ₹50 per transaction ₹15,001 - ₹1,00,000: ₹100 per transaction ₹1,00,001 or above: 1.95% per transaction. |
| Convenience Fee on Fuel Purchase | <ul style="list-style-type: none"> 0% for HPCL transaction less than ₹25,000 0.3% fee per transaction is applicable for all HPCL transactions on and above ₹25,000 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 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) |
| Foreign Currency Transactions | Currency Conversion Factor assessment - 3.5% + S.tax |

GST or any other taxes as applicable and any other applicable cess will be levied as per the prevailing rate on fee, interest and other service charges as applicable.

*Please note that there will be no convenience fee levied by American Express on payments made directly to the utility service providers (biller), such as payments made or standing instructions set up on biller website (either through bill desk or directly). However, service providers (billers) may charge convenience or processing fee on such payments as per their own practices.

[^]Points will be forfeited for the particular billing cycle / monthly statement in which the minimum payment is not received by the due date.

(v)

Due Date

All charges are due immediately upon receipt of our monthly statement, payable by the due date given on the statement. In the event of non-receipt of monthly statement, the Cardmember is required to make full payment of the Charges within 18 days of incurring the charge on the basis of Cardmember's copy of the Record of Charges (ROC), or earlier, if requested by American Express.

Indicative example: For a Monthly Bill Statement dated January 13, 2014, the total amount payable by the Due Date is ₹12,000. Then, the Cardmember is required to pay the full amount of ₹12,000 on or before the Payment Due Date or after 18 days of incurring the charge.

(vi)

Finance Charges for both Revolving credit and cash advances

In a Charge Card, Cardmembers are not allowed to revolve the overdue balance by paying Finance Charges. Hence, there are no Finance Charges applicable.

(vii)

Overdue Interest Charges - to be given on monthly and annualized basis.

There are no Overdue Interest Charges applicable for the Card.

(viii)

Charges in case of default

Delinquency Fee (on overdue account balance)

A Delinquency Fee is levied at the rate of 5% on the unpaid balance (with a minimum monthly Delinquency Fee being ₹300). A Delinquency Fee is levied if American Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the due date. Subsequently, a Delinquency Fee at the rate of 5% per month will be levied on any unpaid balances at the end of each interval of 30 days until the payment is received in full.

Sample Illustration - A Cardmember has a total amount due of ₹20,000 payable the Due Date. If the Cardmember does not pay this full amount by the Due Date, the Delinquency Fee that will appear in the next month's bill statement will be calculated as:

5% * 20,000 = ₹1,000. Thus the Cardmember would be charged ₹1,000 + applicable tax, which is the Delinquency Fee payable.

If the Cardmember does not pay this amount in full by the next due date then the Delinquency Fee that will appear in the next month's Bill Statement will be calculated as:

5%* (Previous principal (unpaid) balance of ₹20,000 + any fresh transaction on the Card since the last statement generation date).

(b)
(i)

DRAWAL LIMITS

Credit Limit and (ii) Available Credit Limit

There is no pre-set spending limit on the Charge Card. "No Pre-Set Limit" does not mean spending is unlimited. American Express approves charges (spends done on Merchant Establishments in India or overseas) based on the declared financials, spending pattern, credit record and Account history. American Express reserves the absolute right to deny authorisation for any requested charge.

The Cardmember can call up the helpline to understand the amount he may spend on the Card.

(iii)

Cash Withdrawal Limit

The Cardmember will be able to use the Card to access Cash from select ATM (Automated Teller Machines) worldwide.

The cash withdrawal limits are as below:

| Product | Cash Withdrawal Limit |
|--------------------------------------|---|
| American Express Platinum Card | Cash withdrawal in India – ₹25,000 every 14 days Cash withdrawal Overseas - US\$ 750 every 14 days |
| American Express Gold Card | ₹10,000 every 14 days |
| American Express Green Card | ₹8,000 every 14 days |
| Air India American Express Gold Card | ₹10,000 every 14 days |

Please refer to the applicable service charges as stated earlier.

(c)
(i)

BILLING

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 once a month. Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of the payment due. Should the Cardmember not receive the statement within 10 days from the date of his 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 e-mail address with American Express. Cardmembers can also register online and view the Card statements online by logging on to americanexpress.co.in. 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.

(ii)

View Card Account Statement Online

You can access your Card Account at a click of a button by registering at **americanexpress.co.in** and view your current balance anytime, get a paperless statement and make a payment from anywhere.

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|-------|--|---|---|
| (iii) | Minimum Amount Payable | Cardmembers are required to pay the full amount as shown in the Statement of Account by the Payment Due Date. If they fail to do so, charges may be levied as per section a (viii). | Air India American Express Gold Card: 1800-419-1266, 1800-180-1666, 0124-280 1666, 0124-265 0266. |
| (iv) | Method of Payment | Cardmember have to remit the payment, in Indian Rupees, by the due date. Payment to the Card account can be remitted by any of these convenient methods: | American Express Green Card: 1800 419 1261, 1800 180 1261, 91-124-4650261, 91-124-2801261 |
| (v) | | • 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: | Grievances Redressal Escalation - Contact particulars of officers to be contacted |
| | | IFSC Code: SCBL0036020 | |
| | | Name of Bank & Branch: Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road, New Delhi – 110001 | |
| | | Account Type: Current | |
| | | Payee Account No.: 37XXXXXXXXXXXX (XX represents the last 13 digits of your Card number) | |
| | | • Direct Debit - You may also enrol for direct debit each month from your Bank account and credit the Card Account through the National Automated Clearing House System (NACH) introduced by the National Payments Corporation of India (NPCI) | |
| | | • Online - Pay your Card bill, online anywhere anytime in three simple steps. Just log on to americanexpress.co.in Click on 'Pay your bill now'. Fill in your Card details and the bank account from which you would like to make the payment | |
| | | • Crossed Cheque / Draft - Please make your crossed cheque/draft payable to AEBC Card No. 37** ***** *****. Please mention your name and contact number on the reverse of the cheque and mail it to: | |
| | | American Express Banking Corp. | |
| | | Cyber City Tower C, DLF Bldg No. 8, | |
| | | Sector - 25, DLF City Ph II, Gurgaon - 122002 | |
| | | Payments received against the Cardmember's Card outstanding will be adjusted against all the taxes, fees and other charges, interest charges, cash advances and purchases in that order. | |
| | | Please note that RBI vide its directive DPSS(Che)/ 569 /01.02.003/2017-18 dated June 21, 2018 has reduced the frequency of the clearing sessions of cheques that are not compliant CTS-2010 standards. A separate clearing session for clearing of non compliant cheques will be discontinued from December 31st 2018. Therefore payments to your card accounts may get impacted which may result into levying of LPF/Interest charges. We encourage you to make payments via CTS compliant cheques to ensure timely processing of payments | |
| (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 Member Services helpline (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 his queries to 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, American Express follows its dispute resolution policy whereby a temporary suspension is applied on the disputed transaction and case is investigated for the dispute and the dispute is closed within 60 days. As a result of temporary suspension, the disputed transaction amount is not included in the overdue balance for the purposes of reporting to Credit Information Companies (CICs) as authorised by Reserve Bank of India, till such time that dispute is settled. | |
| (vi) | Contact particulars of 24 hour Call Centres | Should the Cardmember require any assistance, Bank's 24 Hours call center can be contacted at the numbers mentioned herein below: | |
| | | American Express Platinum Card: 1800-180-1255, 0124-280-1444, 1800-419-1255, | |
| | | American Express Gold Card: 0124-280 1111, 1800- 419-1120, | |
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(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 / ECS/ NACH payments / NEFT that are not honoured for the full amount
- Failure to pay the full amount by the Due Date (as on the Card Account Statement)
- If any statement made by the Cardmember to American Express in connection with his Card was false or misleading
- For failure to comply with the Terms & Conditions of the American Express 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.

If 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.

(iii) Procedure for withdrawal of default updating credit information report and the period within which the default report would be withdrawn after settlement of dues
Once reported to the Credit Information Companies (CICs) as authorised by Reserve Bank of India, there is no withdrawal of the report. However, upon settlement of the dues by the Cardmembers, the Bank shall update their records with the Credit Information Companies (CICs) as authorised by Reserve Bank of India on a monthly basis.

(iv) Recovery procedure in case of default / account overdue
Bank uses the following follow-up and recovery channels in case of default:

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

(v) Recovery of dues in case of death / permanent in-capacitance of Cardholder
American Express offers a waiver of outstandings 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 kin of the deceased, informing them about the deceased Cardmember's outstanding amount and advising them to regularize the Account.

(vi) Available Insurance cover for Cardholder and date of activation of policy
(Insurance Cover is not available for Supplementary Cardholders other than as mentioned below. Transaction may happen on either basic or supplementary Card.) (All amounts in INR, unless otherwise specified.)

| Card | Covers | Detail of Cover | Primary Card Sum Insured (INR) | Supplementary Sum Insured (INR) |
|------------------------------|---|----------------------------------|--------------------------------|---------------------------------|
| American Express® Green Card | Death due Air Accident (when ticket is booked on American Express Card) | Covers death due to air accident | 5,000,000 | N/A |

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|---------------------------------|--|--|-------------|--------|
| American Express® Platinum Card | Air Accident (Ticketed on Platinum Card) | Covers death due to air accident, in case air ticket is bought on the Platinum Card | 10,000,000 | N/A |
| | Loss of checked in baggage-International | In the event of total and complete loss of baggage, market value of the baggage contents will be reimbursed up to the limit of the sum insured (covers cruises also) | 50,000 | 50,000 |
| | Loss of Passport/Docs | Reimbursement of charges and fees incurred in replacement of documents up to the limit of sum insured | 50,000 | 50,000 |
| | Loss of accompanied baggage - domestic | In the event of total and complete loss of baggage, market value of the baggage contents will be reimbursed | 50,000 | 50,000 |
| | Delayed checked in baggage - International | In case of delay of baggage by more than 12 hours emergency purchases of basic essentials, up to a maximum of the sum insured will be reimbursed | 50,000 | 50,000 |
| | Overseas Medical Insurance | Overseas Medical Insurance for the first seven days of your trip | US\$ 50,000 | N/A |
| | Purchase Protection | Protection against loss or damage of your properties and possessions within 90 days, due to fire, burglary or natural calamities. | 5,00,000 | N/A |

Insurance Benefits are provided by ICICI Lombard General Insurance Co. Ltd. and the Cardmember is requested to settle insurance claims with ICICI Lombard General Insurance Co. Ltd. directly. The Cardmembers can register for Overseas Medical Insurance by contacting ICICI LOMBARD GIC LTD. by sending SMS OMI to 575758 or email at delhitravel@icilombard.com

Please refer to the Welcome Pack for Nomination Form. It is the responsibility of the Cardmember to file with the insurance company the duly filled nomination form as applicable. The nomination form is provided along with the welcome pack. Please call us in case you require a copy of the insurance form

Date of Activation of Policy

On enrolment, Cardmember becomes automatically eligible for the Insurance benefits, subject to timely payment of Annual Fee. These benefits remain as long as the Card Account remains live and in good standing.

TERMINATION / REVOCATION OF CARDMEMBERSHIP

Procedure for surrender of Card by Cardholder - due notice

Any Cardmember, at his discretion, can surrender or terminate Cardmembership at any time. All outstanding amounts will immediately become due. The Cardmember may call at Bank's 24 hour help line (Card Service) phone number (refer to c (vi)) or make a written request to American Express (refer to c (vii)). The termination of Card will only be effective when American Express receives all such Cards (issued for use on the Account) cut into half and the payment of all amounts outstanding in respect of the Account. Cardmember can cancel the use of a charge Card by Supplementary charge Cardmember by notifying American Express in writing but he will remain liable for all Charges incurred by the Supplementary charge Cardmember up to the date of receipt of notice by American Express.

American Express can terminate the Cardmember Agreement and cancel your Card at any time on immediate notice or at anytime to restrict the use of the charge Card without giving reason or cause. Where American Express terminates the Cardmember 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 Cards. If the 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 Card after it has been cancelled. All your outstanding amounts will immediately become due.

(f.) LOSS / THEFT / MISUSE OF CARD

Procedure to be followed in case of loss / theft / misuse of Card - mode of intimation to Card issuer

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

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

Provided that the Card member has acted in good faith, his liability to American Express arising out of any unauthorized use of the charge 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 INR 1000.

(iii) Cardmembers will not be held responsible for any unauthorized charges made online, or in the physical world, with their Card so long as they comply with the Card conditions and notify us immediately* when they discover any fraudulent transactions.

*Immediately means as soon as the Cardmember is aware, but no later than on or before the due date of the statement in which the fraudulent transaction appears.

In addition to the above, please refer to the Welcome Pack sent to you for detailed Terms and Conditions of American Express Cards.

(iv) The security features adopted and implemented by American Express are of international standards robust enough to protect and safeguard Cardmember data from unauthorized 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.

(g) 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 Bank's 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.

(h) Contactless Payment

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 American Express issues a contactless Card, it will be notified to you via the brochure accompanying the Card. Transactions above a certain threshold will require a second factor authentication. The customer has a choice to effect the payments with or without the contactless feature subject to the threshold as stated above. Please refer to Americanexpress.co.in/contactless for further details.

