



## AMERICAN EXPRESS CORPORATE CARD

### MOST IMPORTANT TERMS AND CONDITIONS

The MITC is updated as on 15<sup>th</sup> May, 2022 and circulated by American Express Banking Corp. in compliance to Master Circular on Credit Card Operations of Banks issued by the Reserve Bank of India.

#### 1. FEES AND CHARGES

##### a) Joining Fee/Set- Up Fee, Annual Fee & Renewal Fee

American Express Banking Corp. ("American Express") does not charge any joining fee for the issuance of Corporate Cards. However, a one-time set-up fee is applicable and charged on certain Corporate Cards as mentioned in the schedule of charges given below. The annual membership fee/renewal fee are applicable and charged every year. These fees may vary from company to company and are communicated to the Corporate at the time of signing up for the Corporate Card Programme. For details on the standard annual fee/renewal fee, please refer to the schedule of charges given below.

##### b) Cash Advance/Corporate Express Cash

Corporate Cardmembers may be allowed to use the Corporate Card to access cash from select ATMs overseas, subject to authorization from the Company. Corporate Cardmembers may access cash up to INR equivalent to USD 1000 every 15 days or as specified as per Company limits. For detail on standard transaction fee on cash advances, please refer to the schedule of charges given below.

##### c) Other Service Charges

- i) Charges and fees, as may be applicable from time to time, are payable by Corporate and/or Cardmembers for specific services provided by American Express or for certain transactions that may be charged to the Corporate Card.
- ii) Fees may vary from Company to Company. Please refer to the corporate account terms and conditions for any Company specific fees.

The standard schedule of charges as applicable on date is provided below:

Description of charges	Standard fees (Amount)
Corporate Card Annual Fee	American Express Green Corporate Card = ₹2,100 American Express Corporate Purchasing Card = ₹2,100 American Express Corporate Meeting Card = ₹2,100 American Express Gold Corporate Card = ₹3,100 American Express Business Travel Account = NIL
Membership Rewards® Fee	NIL (Individual enrolment to Membership Rewards Programme is subject to company enrolment)

Cash Advance Fee	3.5% of withdrawal amount
Delinquency Fee	3.5% of the outstanding, subject to a minimum of ₹ 100
Cheque Return Fee	₹150 per returned instrument
Duplicate Statement Request	₹100 per statement for statements older than 3 months
Record of Charge retrieval fee	₹100 per retrieval
Surcharge on Purchase of Railway Ticket	1.8% per transaction subject to a minimum of ₹10 if booked through internet (IRCTC)
Surcharge/Convenience Fee on Fuel Purchase	1% of transaction amount per transaction subject to a minimum of ₹10 at fuel stations owned and/or operated by the Public Sector Unit OMCs, Bharat Petroleum Corporation Limited (BPCL) and Indian Oil Corporation Limited (IOCL). At Hindustan Petroleum Corporation Limited (HPCL) a Surcharge/ Convenience Fee of 1% of transaction amount per transaction is applicable for all transactions above or equal to ₹ 5000. Surcharge/Convenience Fee of 2.5% of transaction amount per transaction subject to a minimum of ₹10 at all other privately owned fuel companies like Shell, Adani, Essar etc.
Foreign Currency Transaction	3.5% foreign exchange conversion mark-up
Convenience Fee on payments to Government Receipt Accounting System (GRAS)	<p>For all payments to GRAS through SBI ePay*, the below mentioned Convenience Fee shall be applicable:</p> <p>American Express will charge:</p> <p>₹1 - ₹90,00,000 : 0.94%</p> <p>₹90,00,001 or above : 0.99%</p> <p>SBI ePay will charge:</p> <p>₹1 - ₹90,00,000 : 1%</p> <p>₹90,00,001 or above : 0.87% (inclusive of taxes)</p> <p>*Please note that American Express and State Bank of India will not be responsible for any dispute(s) on payments made to GRAS through SBI ePay. The Company and/or the Cardmember shall raise and settle all such disputes/issues/concerns directly with GRAS.</p>
Membership Rewards Points - Reinstatement Fee	NIL

#### **Goods and Services Tax (GST) thereon:**

Any charges mentioned anywhere in this MITC document are exclusive of the applicable Goods and Services Tax (GST) which is billed along with the fee that appears on the billing statement, and is levied as per the prevailing rate of Goods and Services Tax (GST)

#### d) Due Date

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

**Indicative Example:** For a monthly statement dated January 13, 2013, 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.

Fulfilment of membership reward point is dependednt on the information submitted by the Merchant. For any concerns with regard to the reward points, Cardmenber should contact customercare

#### e) Finance Charges

As per the product, Cardmembers are not allowed to revolve on the overdue balance on their Card by payment of Finance Charges. Cardmembers are expected to make full payment for the total outstanding amount on or before the Due date as per Statement of Account.

##### (i) Overdue Interest Charges

There are no Overdue Interest Charges applicable for Corporate Card(s).

##### (ii) Charges in case of default - Delinquency Fee

Delinquency fee is levied at the rate of 3.5% on the unpaid balance (with a minimum monthly Delinquency of ₹ 100). Delinquency fee is levied if American Express does not receive payment in full of the charges shown on the monthly statement by the payment due date. Unpaid Delinquency Fee will itself be treated as overdue amount and will be further subject to Delinquency Fee.

**Sample Illustration** - A Cardmember has a total amount due of ₹12,000 payable by 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 Statement of account will be :  $3.5\% \times 12,000 = ₹420$ . Thus, the Cardmember would be charged ₹420, which is the Delinquency Fee payable.

Assuming that the total outstanding ( $₹12,420 = ₹12,000 + ₹420$ ) is still not paid on the next due date, the entire amount of ₹12,420 will attract the delinquency fee and this would appear in the next month's Statement of Account. This delinquency fee would again be calculated as:  $3.5\% \times 12,420 = ₹434.7$ .

*Please note that the delinquency fee stated in the example above is exclusive of Goods and Services Tax (GST). Goods and Services Tax (GST) will be billed on the delinquency fee charged as per applicable rates.*

## 2. DRAWAL LIMITS

#### a) Credit Limit and b) Available Credit Limit

Corporate Cardmembers are required to check the spending limits with their Company. American Express reserves the absolute right to deny authorization for any requested charge.

The corporate cardmembers can call up the helpline to understand the amounts they may spend on the card.

**c) Cash Withdrawal Limit**

Cardmembers may be allowed to use the card to access cash from select ATMs overseas, subject to authorization from the Company. Corporate Cardmembers may access INR equivalent to USD 1000 every 15 days or as specified as per company limits. Please note that the finance charges on cash advances are levied from the very next day.

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

- Your daily transaction limits shall be within the overall limit on the card.
- Your daily transaction limits shall be within the ["Enhanced card security"](#) limits updated on your card (if any).
- Your daily transaction limits will not supersede American Express Authorizations and may be declined subject to internal checks as per policy.

**3. BILLING AND PAYMENTS**

**a) Billing Statement (Statement of Account) - Periodicity and Mode of Sending**

A monthly statement will be sent to Corporate Cardmembers or the Corporate through courier or regular post or through e-mail notification for each billing period during which there is any activity or a balance outstanding on the Card Account(s). 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. Non-receipt of the statement for any reasons 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/her usual statement date then the Cardmember must call American Express to check the amount payable. Cardmembers can also view their statements online by logging onto [www.americanexpress.co.in](http://www.americanexpress.co.in) and registering for an American Express Online Account.

**b) Amount Payable/Due Date**

Corporate 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 will be levied as per Section 1 (g). Payments are acknowledged in the subsequent statements.

**c) Method/Mode of Payment**

Cardmembers 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:

- **National Electronic Funds Transfer (NEFT)** – Settle your American Express Card bill payments online the very next day from any bank through National Electronic Funds Transfer (NEFT). Make sure to fill in the following details while registering your Card as a Payee.

Payee Name	: <b>American Express</b>
Payee Account No.	: <b>37XXXXXXXXXXXX</b> (XX represents the last 13 digits of your Card number)
Bank Name	: <b>Standard Chartered Bank</b>
Payee Account Type	: <b>Current</b>

IFSC Code : **SCBL0036020**  
Branch Address : **Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road, New Delhi -110001**

In case you are making a payment via Standard Chartered Online Banking the IFSC Code is not required. You may simply select the option "Transfer to another SCB bank account" to process the payment.

Simply initiate your funds transfer before 3 p.m. on weekdays\* and by 10 a.m. on weekends\*\* for next day credit to your American Express Card excluding Sunday and public holidays. Also make sure to put in the correct Card number to avoid a transaction failure.

\*Subject to timely processing by your bank.

\*\*A reference to weekends includes working days falling on either a Saturday or Sunday of any given week as notified by Reserve bank of India or by any other relevant authority. A Weekend however does not include any holiday as notified by the bank or by the relevant authority.

- **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 (Debit) 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 [www.americanexpress.co.in](http://www.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.
- **RUPAY/UPI/UPI QR Code** - We also accept payments through following electronic modes:
  - (i) Debit Card powered by RuPay;
  - (ii) Unified Payments Interface (UPI) (BHIM -UPI); and
  - (iii) Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code).
- **Crossed Cheque / Draft** - Please make your crossed cheque / draft payable to AEBC Card No.37XXXXXXXX XXXXX. 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

The cheque/draft should preferably be dropped in an American Express drop box at least 4 working days prior to the payment due date to ensure timely credit to your card account and avoid levy of penal charges.

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 with CTS-2010 standard. The frequency of the separate session for clearing of such non-compliant cheques in the three CTS Grid centres, will be reduced to once a month from September 1, 2018 (second Wednesday of the month, beginning September 12th) and will be discontinued from December 31, 2018. Therefore, in case if you make payments to your card accounts through cheques that are not compliant with CTS- 2010 standard, its realization may get delayed and which may result in levying of Delinquency Fee/Interest charges. We

encourage you to make payments to your card accounts through CTS-2010 standard compliant cheques to ensure timely processing of payments. 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:**

1. Please ensure that any payment towards Corporate card account is made from the bank account held in the name of the corporate or if the payment is being made directly by the corporate Cardmember the payment should be made from the Cardmember's own bank account.
2. Payments made to an India-issued American Express Card held by a non-resident of India must be made through an NRE/NRO account in the primary Cardmember's name.
3. American Express is not obligated to process, nor provides any guarantees/warranties for any payment made by a Cardmember through a payment aggregator that does not appear on the American Express website or App.

**d) Billing Disputes Resolution**

Any discrepancies on the monthly statement of the Corporate Card Account must be informed to American Express by calling the 24 hours Corporate Services Helpline numbers or submitted to American Express in writing within 60 days of the date of statement. American Express would take reasonable steps to assist the Cardmember by providing information in relation to charges to the Card Account. If the Cardmember does not notify American Express of an error or omission in the statement within 60 days of the date of statement, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the account.

Fulfillment of Membership Reward points is dependent on the information submitted by the Merchant. For any concerns with regards to the reward points, Cardmember should contact the customer care.

**e) Contact Details of our 24 hour Corporate Services call center for Cardmembers**

Should the Cardmember require any assistance, the 24 hours call center of American Express can be contacted at these numbers: 1800-419-1222 (Toll-free) or +91-124-280-1222.

**f) Grievances Redressal Escalation – Contact Particulars of Officers to be contacted**

If the Corporate/Cardmember query is unresolved, the Cardmember can address the grievance to the company's Relationship Manager, or to

If you are not satisfied with redressal of the complaint provided by Bank or if you have not received a response from Bank within one month i.e. 30 days of logging a complaint with us, you may approach the Office of Banking Ombudsman for Grievance Redressal. The complaint can be made

First Level Escalation	Second Level Escalation
<p>Manager - Executive Correspondence Unit American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8 Sector 25, DLF City Ph II Gurgaon - 122002 (Haryana) Telephone No. 0124-3362172 (Monday to Friday 8:30am to 5:00 pm) Email: <a href="mailto:Manager-CustomerServicesindia@aexp.com">Manager-CustomerServicesindia@aexp.com</a></p>	<p><b>Ms. Priyameet Kaur</b> Head of Customer Service American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8 Sector25, DLF City Ph II Gurgaon - 122002 (Haryana) Telephone No. 0124-3362044 (Monday to Friday 8:30am to 5:00 pm) Email: <a href="mailto:Head-CustomerServicesindia@aexp.com">Head-CustomerServicesindia@aexp.com</a></p>

to the Office of Banking Ombudsman with the complete transaction and other requisite details. (The 30 day period will be reckoned after all the necessary information sought from the customer is received) [Click here](#) for salient features / details on the Integrated Banking Ombudsman Scheme.

#### Integrated Banking Ombudsman Contact Details

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

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

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

#### **g) Complete Postal Address of the Card Issuer**

American Express Banking Corp.s

Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Ph II, Gurgaon - 122002, Haryana, India

#### **h) Toll-Free Number for Customer Care Services**

American Express Corporate Card Customer Services Toll-Free number: 1800-419-1222.

#### **i) Charges Made In Foreign Currency**

If your Company allows the Corporate Cardmembers to use the Corporate Card during their travel overseas and the Corporate Cardmember uses his Corporate Card during his travel overseas or for any transactions involving foreign exchange, the Cardmember agrees to comply with all the prevalent Exchange Control rules, regulations, guidelines and amendments thereto issued by the Reserve Bank of India ("RBI") from time to time relating to Foreign Travel and utilisation of Foreign Exchange by Corporate Cardmembers and the terms and conditions contained in any special/general approval given by the RBI to the Company. The Corporate Card is a globally valid Card and is not valid for payments in foreign exchange at merchant locations in Nepal and Bhutan and such payments will be charged in Indian Rupees to the Cardmembers. All Foreign Currency Charges and Cash Withdrawals shall be converted into Indian Rupees on the date overseas American Express treasury system process the Charge. Non-U.S. Dollar Charges shall be converted through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting that U.S. Dollars amount into Indian Rupees. U.S.

Dollar Charges shall be converted directly into Indian Rupees. Unless a specific rate is required by law, the overseas American Express treasury system shall use conversion rates based on interbank rates selected by it from customary industry sources on the business day prior to the processing date, increased by a foreign currency conversion mark up of 3.5%. Any Charges converted by third parties prior to being submitted to AEBC shall be at rates selected by them.

For more details, please refer to:

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

## **j) Contactless Payments**

Cards issued by AEBC are equipped to enable Contactless payments. Payment through the Contactless mode is allowed for a maximum of INR 5000\* for a single transaction without entering a PIN. Any transaction for an amount more than INR 5000\* should be authenticated using a PIN, either by Tap + PIN or Chip + PIN. However, it is not a mandated requirement to use the contactless mode for payments. If preferred, customers have the option to make all card present payments as contact transactions using Chip + PIN, irrespective of the transaction value. Please refer to [americanexpress.co.in/contactless](https://americanexpress.co.in/contactless) for further details.

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

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

## **k) Transaction Alerts**

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

## **l) Customer Compensation Policy**

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

- (a) Erroneous Debits arising out of fraudulent or other transactions
- (b) Reversing of failed ATM transactions;
- (c) Interest payment on delayed credit to the customers; and
- (d) Other unauthorised actions of the bank leading to a financial loss to customer.

For the detailed policy, please refer the section "Our Codes & Policies" on the American Express website.



#### 4. DEFAULT AND CIRCUMSTANCES

##### a) **Procedure (including notice period) for reporting a Cardmember as defaulter**

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

- Cheque / NACH / NEFT payments that are not honoured for the full amount.
- Failure to pay the full amount by the payment due date (as on the Statement of Account).
- If any statement made by the Cardmember to American Express in connection with his/her Corporate Card was false or misleading.
- For failure to comply with the Terms & Conditions of the Corporate Card Programme.
- If a petition for Cardmember's bankruptcy is issued or if any attempt is made by any other creditor to seize any of his/her property.
- If Corporate Cardmember's Account is in default, American Express requires him/her to pay immediately all sums outstanding on his/her Account and American Express reserves the right to cancel the Card. Corporate Cardmember account rolling into 90 days past due as indicated in the last unpaid billing statement are reported as defaulters.

The Cardmember's name will be advised to the credit bureau in compliance with the statutory and regulatory requirements.

##### b) **Procedure for withdrawal of default report and the period within which the default report would be withdrawn after settlement of dues**

Any refresh / updation of data on receipt of payment towards overdue card accounts will reflect in Credit Information Companies as authorised by Reserve Bank of India within a period of 45 days from the date of receipt of payment by the Bank.

##### c) **Recovery procedure in case of default/account overdue**

American Express 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 Corporate Cardmember reminding of his/her missed payment.
- **Letters** might be sent at the mailing address provided by the Cardmember to inform of the 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 their payments and to inform them of the overdue amounts.
- **Field visitation** by an Authorized Recovery Personnel appointed by American Express including any external agents would be done at the contact address of the Cardmember. The Recovery Personnel would advise the Cardmember for regularizing his/her overdue account and would also address any issues/concerns that the Cardmember may have on his/her Card Account.
- **Legal Recourse:** Legal recourse might be resorted to at the sole discretion of American Express in the event of Cardmembers' default.

##### d) **Recovery of dues in case of death/permanent incapacitation of Cardmember**

In case of death of a Corporate Cardmember, the Company is required to regularize the Corporate Card Account.

For Corporate Cardmembers on an Individual Liability set-up, a letter and telephone follow-up will be done with the next of the deceased, informing them about the deceased Corporate Cardmember's outstanding amount and advising them to regularize the Account.

**e) Available Insurance cover for Cardmember and activation of policy**

As an American Express Corporate Cardmember you are automatically entitled to complimentary Business Travel Accident Insurance & Travel Inconvenience Insurance when you charge scheduled common carrier travel tickets to the Corporate Card. The Insurance cover is provided by ICICI Lombard General Insurance Company Limited and is subject to the Terms & Conditions of cover.

The Cardmember is requested to settle insurance claims directly with ICICI Lombard General Insurance Company Limited.

Cardmembers needs to fill up the nomination form to appoint nominees for this insurance cover. 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 sent to you with your Corporate Card.

Please call us in case you require a copy of the insurance nomination form.

*Exclusions & limitations apply. For more information, please get in touch with us and obtain a copy of the Master Policy.*

**Date of Activation of Policy**

On enrolment, the 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 valid.

**Maximum Coverage In Rupees**

Cover	American Express Gold Corporate Card	American Express Corporate Card, American Express Corporate Meeting Card & American Express Corporate Purchasing Card	American Express Business Travel Account (Trip Coverage)
1. Accidental Death Air Accident	₹7,500,000	₹3,000,000	₹3,000,000
Non-Air Accident Road/Rail	₹500,000	₹300,000	₹300,000
Permanent total disability	₹100,000	Nil	Nil
2. Loss of Checked Baggage	₹100,000	₹25,000	₹25,000
3. Delay in Receipt of Checked Baggage	₹20,000	₹5,000	₹5,000
4. Loss of Passport / Documents	₹10,000	₹10,000	₹10,000
5. Missed Connecting Flight	₹10,000	Nil	Nil
6. Medical Expenses following an Accident	₹200,000	Nil	Nil

**5. TERMINATION/REVOCAION OF CORPORATE CARD**

**(a) Procedure for surrender of the Corporate Card - Due Notice**

For the termination/revocation of the Corporate Cardmembership, the Authorised Signatory of

the Company is required to notify American Express of its decision to cancel the Corporate Card. All your outstanding amounts will immediately become due. The termination of Corporate Card will only be effective when American Express receives the payment of all amounts outstanding in respect of the Account.

- b) Once a card is cancelled or blocked (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is cancelled or blocked, kindly cut the card in your possession into two halves and return them to American Express at the following address:

American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Phase II, Gurgaon-122002. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

“In the event of Know Your Customer (KYC) non-compliance, American Express will block or cancel your Card and all transactions, including recurring charges and standing instructions, will be declined. Your Card will only be activated once your account is KYC compliant.”

### **c) Recurring transactions on card**

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

### **d) LOSS/THEFT/MISUSE OF CARD**

#### **a. 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 the Corporate Card is lost, stolen or not received when due or if suspected that the Card is being used without his/her permission. Cardmembers can call the 24-hour help line phone numbers [refer to 3 (h)] to inform about this loss or theft. American Express would immediately block the usage of the lost/stolen card, and issue a replacement card in lieu of that. If the lost Card is subsequently retrieved, 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.

#### **b. Liability of Cardmember in case of (a) above**

- i) Provided that the Cardmember has acted in good faith, his liability to American Express arising out of any unauthorized use of the Credit Card shall be NIL if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the

maximum liability of the customer will be limited to INR 1000.

- ii) The security features adopted and implemented by American Express are of international standards and 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.
- iii) For enhanced customer protection, American Express does not allow transactions on fall back / magstripe mode in India.

#### **e) 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.

#### **f) DISCLOSURE OF CREDIT BUREAUS**

The Cardmember acknowledges that, as per extant business practices the Bank is authorized to disclose from time to time any information relating to the Credit Card(s)/Charge Card(s), to Credit Information Companies as authorised by Reserve Bank of India without any additional notice to the Cardmember. American Express informs the Cardmember that the Bank shall be reporting data (positive or negative) relating to his account from time to time to Credit Information Companies as authorised by Reserve Bank of India in accordance with the Credit Information Companies (Regulation) Act 2005. American Express will also share the Cardmember information with its group/associate/entities or companies when American Express have tie-up arrangements for providing other financial service products, until and unless clearly stated otherwise by the Cardmember.

The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules").

Our Data Privacy Principles explain the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.

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

#### **6.) SMA and NPA Classification and Upgradation**

As per the Prudential Framework for Resolution of Stressed Assets and Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances issued by RBI and amendments thereto from time to time, banks are required to classify the borrowers as special mention accounts (SMA) and Non-performing Assets (NPA) if the overdue is not paid on the due date fixed by the bank as per the categories mentioned in the below table:

Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Up to 30 days

SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

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

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

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

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

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

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

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

For more details, please refer to guidelines published on RBI website: [www.rbi.org.in](http://www.rbi.org.in)

In addition to the above, please refer to the Cardmember Agreement sent to you along with your Corporate Card for detailed terms and conditions of the American Express Corporate Card.



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