

DCB Credit Card -  
Card Member Agreement

**DCB BANK**



## DCB Credit Card - Card Member Agreement

These terms and conditions apply to DCB Bank Credit Card. Kindly go through this agreement, which is sent to a card member, following the approval of the individual's card member application for DCB Bank Credit Card. In the application form, the card member has given consent that the use of DCB Credit Card shall be governed by these terms and conditions and Most Important Terms and Conditions (MITC), which can be amended by the Bank at its discretion. If the terms and conditions are not acceptable to the card member, please inform us in writing, and destroy the Card by cutting it into four pieces across the magnetic stripe, and return the same to us within 10 calendar days of receipt of the Card.

### Definitions:

1. DCB Credit Card number shall refer to a valid Credit Card issued by DCB Bank, which provides the card member a facility to use the card account for a pre-calculated credit limit.
2. Additional Credit Card/ Add-on Credit Card shall mean a Credit Card issued on the request of the primary card member to the additional card member.
3. Business Credit Cards: Credit Cards issued to business entities/ individuals for the purpose of business expenses with specified terms and conditions and not for personal use.
4. Additional card member shall refer to an individual who is a resident Indian and who is an immediate family member of the primary card member (viz. spouse, brothers, sisters, parents, children) and has attained the age of 18 years, to whom an add-on credit card has been issued by the Bank following the request of the primary card member, and whose charges are chargeable to the card account.
5. The Bank, Bank, we, us, our, or similar pronouns shall refer to DCB Bank Ltd., or any of its successors, assigns, administrators, liquidators, etc. as the case may be.
6. Billing cycle is the period between the generation of two consecutive billing statements.
7. Card member, primary card member, card holder, member, customer, you, your, him, he, his, her, or similar pronouns shall refer to the individual, in whose name the credit card has been issued and the card account is maintained.
8. Card account or account shall mean an account maintained in the name of the primary card member by the Bank under these terms and conditions.
9. Domestic transaction/ usage: transaction made by the card member/ additional card member at merchant outlets, ATM, or online transactions and which originates in India.
10. International transaction/ usage - Transaction made by the cardmember / additional cardmember at overseas at merchant outlets, overseas ATM, or on websites originating outside India.
11. Credit limit refers to the maximum credit that can be availed on the credit card account. Credit limit shall consist of both domestic and international transactions limit. 'Limit' is the value of maximum credit limit assigned for domestic and international transactions, respectively.
12. Charges shall be construed as transactions made or charged to the card account under this agreement irrespective of whether the card member signs a charge slip record. The aforementioned charges shall include charges as mentioned in the Most Important Terms & Conditions (MITC).
13. Cash limit means the maximum cash or cash equivalent that the card member can use for a non-purchase transaction.
14. Electronic terminal means any branch teller terminal, Automated Teller Machines (ATM), Point-of-Sale (PoS/POS) Terminal or EDC (Electronic Data Capture machine) and other devices in which a credit card and/or PIN (Personal Identification Number) can be used, and which is authorised by the Bank as described in the terms and conditions.
15. Electronic Clearing Service (debit clearing, ECS or pay online using other bank account) would mean the debit clearing service which will be used to enable payment of any outstanding dues on the card account, consent for which has been provided by the card member in writing to the Bank.

16. Charges on revolving credit shall mean the interest charged on the total outstanding amount on the card account as provided in these terms and conditions.
17. Merchant establishment shall mean any company, corporation, establishment, firm, association, individual or any such entity, wherever located, which provide goods and services by accepting the use of the card or the card number, the definition of which may be changed by the Bank from time to time.
18. Purchases shall mean and include purchase of goods and services by the cardmember, by using the card or card number.
19. Payment due date shall mean the date on or before which the card member must make the payment to the Bank for the outstanding amount in the billing cycle.
20. Total outstanding shall mean the total outstanding on the card account due to the Bank, including but not limited to taxes, charges, fees, interest and any other amounts that may be charged by the Bank from time to time in a billing cycle.
21. Valid card shall mean a credit card which has been issued by the Bank and has not expired, has not been damaged, or been cancelled by the Bank or card member

### **The Agreement**

The card member hereby agrees to the following:

#### **Terms & Conditions**

1. Card member agrees to comply with the terms and conditions contained herein and as amended by the Bank under the instructions of Reserve Bank of India (RBI) or any statutory body/ies or due to change in the Bank's policy from time to time.
2. The card will be honoured only when a valid card is presented at merchant establishment by the card member.
3. The card is the property of the Bank and must be produced or surrendered to the Bank on demand without delay.
4. The card is not transferable, and the card member should always safeguard the same from misuse by retaining it under his/ her personal control.
5. (a) Cardmember can use the card for payments in the currencies other than Indian Rupees only in compliance with the laws applicable in India, including inter alia, the Foreign Exchange Management Act, 1999 (FEMA). Further, the card should not be used to conduct any transaction on the web sites that are prohibited under the laws of India that may result in card member's criminal liability.  
(b) Card member shall, however, not use the Card for making payments in foreign currency in Nepal or Bhutan.

### **Declaration**

Cardmember is aware that in the event of any default committed by the card member and/or the company towards payment of the charges, it shall affect the card member's records maintained by credit bureau/s and in the reports of other credit information companies authorised by the regulators. The card member understands that the company shall be liable for the approved charges only and the company shall identify the approved charges and shall make payment thereof to the Bank. Card-member hereby declares that the decision of the company as regards the approved and non-approved charges shall be final and binding on Cardmember and cardmember shall be solely liable and responsible for payment of such charges as may be due to the Bank, irrespective of any disputes or difference between the company and me. Card member is aware that in the event of any default committed by card member and/ or the company towards payment of the charges, it shall affect card member's records in the credit bureau/s.

### **Disclosure of Information**

1. When requested by the Bank, the card member shall provide any information, records or certificates relating to any matters that the Bank deems necessary. The card member will also authorise the Bank, to verify the information furnished by whatever means or from whichever source the Bank deems necessary. If the data is not provided or incorrect data is provided, the Bank, at its discretion, may refuse renewal of the card or cancel the card forthwith and demand payment of all outstanding on the

card account immediately.

2. The card member expressly recognises and accepts that the Bank shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstanding dues on his/her card account to any third party of the Bank's choice and written intimation by the Bank to the card member of any such action shall bind the card member to accept any such third party as the creditor and to pay over such outstanding and dues to the third party relieving the card member of any such obligation to the Bank. Any costs in this regard shall be debited to the card member's card account.
3. If the minimum amount due payable by the card member does not get paid, his/her name may be liable for inclusion in the defaulters' database to be shared with other lenders and Credit Bureau's or any other agency. The right to do so lies with the Bank.
4. The Bank reserves the right to disclose card member information to any court of competent authority, quasi-judicial authorities, law enforcement agencies and any other organisation/ department/ institution/ body/ committee/ group/ wing/arm of Central Government or State Government or Reserve Bank of India.
5. The existence of this account and details of any default that may occur may be recorded with a credit reference agency and may be shared with other lenders and/or credit card issuing entities for the purposes of assessing further applications for credit by the card member or other members of his/her household and for occasional debt tracing and fraud prevention.
6. The card member accepts that all information / Instructions / Triggers will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank (and its affiliates / agents). The Bank is authorised to provide any information or details relating to the customer or his account to the TSPs or any service providers so far as is necessary to give effect to any instructions / Triggers.

Technology service provider: includes any entity that provides services to the Bank, including but not limited to core processing; information and transaction processing and settlement activities that support banking functions such as lending, deposit-taking, funds transfer, fiduciary, or trading activities, internet-related services, security monitoring, and system development and maintenance.

7. The card member also agrees that the Bank may also disclose, in strict confidence, to other institutions such personal information of the card member that may be reasonably necessary for reasons inclusive of but not limited to the following:

\* Participating in any telecommunication or electronic clearing network:

\* In compliance with a legal directive

### **Use of Card**

1. The card may be used only for bonafide personal purchase of goods and/ or services. Cardmember shall not use it to purchase anything to resell for commercial or business purpose to derive any financial gains.
2. International Credit Card cannot be used for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweep stakes, payment for call-back services, and/ or such items/ activities for which no withdrawal of foreign exchange is permitted.
3. Card member must sign and/ or collect the charge slip, cash advance slip or mail order coupon at the time of incurring the charge. Failure to sign a charge slip will not discharge card member from the liability for the charges. Card member must retain copy of the charge slips for at least six months. Upon card member's request, the Bank may, at its sole discretion, provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.
4. The card member agrees that the Bank may, at any time without prior notice, or stating any reason whatsoever, refuse authorisation for a charge at a merchant establishment and/ or restrict or defer the cardmember's ability to use the card and/ or suspend or cancel the card. The Bank through the ATM, merchant establishment, by itself, may repossess/ retain the credit card if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the card or card account is being misused or likely to be misused.
5. Any charge slip, or other payment requisition received by the Bank for any transaction on the card account for payment, shall be conclusive proof that

the amount recorded on such charge slip or other requisition was incurred by the use of the card by the card member. Where charge slip or voucher is not available (viz. mail order or telephone order or electronic commerce), and card member disputes the transaction, cardmember will first clear the outstanding on card and shall resolve the dispute directly with the concerned merchant establishment. The Bank shall not be liable, in any manner whatsoever for the same.

6. Surcharge may be levied on purchase of certain product and services as notified by the Bank from time to time. Payment of surcharge is mandatory and same may vary from time to time.
7. The monthly statement of account shall be prima-facie proof of the charges incurred by card member. In the event card member disagree with a charge indicated in the statement, the same should be communicated to the Bank in writing within 60 (sixty) days of the statement date, failing which the charge in the statement of account shall become conclusive proof of card member's liability to pay to the Bank.
8. The Bank will not be responsible for any merchant establishment's refusal to accept the card or levies a surcharge on the card. However, the cardmember should notify the Bank of this complaint at the address notified by the Bank from time to time or with the designated Customer Service point.
9. The Bank shall not be, in any way, responsible and/or liable for merchandise, price, rate, quality, warranty, privileges, benefits, facilities including deficiency/ delay in services, delivery or non-delivery etc., purchased or availed by card member from merchant establishment and/ or third party supplier including any mail order or telephone order or electronic commerce (e.g., internet) placed by card member. Any dispute arising thereto should be settled directly by card member with the merchant establishment/ third party suppliers and failure to do so will not relieve cardmember of any obligation to the Bank.
10. No claim by cardmember against a merchant establishment will be a subject of set-off or counterclaim against the Bank.
11. The card may be suspended/ withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to cardmember. Termination of the card and this card member agreement shall automatically result in the termination of the privileges, benefits and facilities attached thereto.
12. Card member must pay for the purchase of goods/ services e.g. air/rail tickets etc. as it appears on the statement to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund on account of cancellation will be made to the card account (less cancellation charges) only when received by the Bank. No cash refund will be given to cardmember. If the credit is not shown in the statement of account within a reasonable time, card member must notify the Bank, immediately.
13. Card member accepts full responsibility for use of the card in contravention of laws, rules, regulations and terms and conditions of this cardmember agreement and undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, any other financial charges and outgoings, costs and consequences that the Bank may incur or suffer on card member's account and card member's acts, omission/ commission and negligence.
14. Card member is also liable to pay any statutory dues levied on the services provided by the Bank.
15. Card member agrees and hereby authorises the Bank to convert charges incurred by card member in foreign currency to Indian Rupee equivalent at such rate as the Bank may designate from time to time.
16. Card member agrees that goods purchased using the card shall remain the property of the Bank till such time the charges pertaining thereto are fully paid by card member to the Bank

#### **Card Validity, Expiry and Renewal**

1. Card member's card is valid up to the last day of the calendar month of the year indicated on the face of the Card, unless cancelled earlier by the Bank. Card cannot be used outside the validity period. The Bank shall not be liable

in any manner whatsoever for any consequences that may arise.

2. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half through the magnetic stripe.
3. Unless the card member is in breach of the agreement or otherwise hereunder, the Bank will automatically renew the validity of the Card and send a new card to the cardmember, before the expiry of the current card. In case of non-receipt of renewed card, card member may contact the designated Customer Service point of contact of the Bank or write to the Bank at the address notified to the card member from time to time.
4. Card member must intimate the Bank at least 30 days prior to the expiry of the card currently being used, if cardmember does not wish to renew the Card. In absence of this, the renewal fee (as applicable at the time of renewal) shall be charged to cardmember's card account and shall be non – refundable.

### **Cash Advances**

1. Card member can use the credit card, for withdrawal of cash from Automated Teller Machines (ATMs) of the Bank, select partner banks and from other locations/ permitted establishments as may be offered by the Bank at its sole discretion from time to time. For any all such cash advances and cash equivalent transactions, card member shall comply with all the laws, rules and regulations including but not limited to foreign exchanges law as stipulated under the Foreign Exchange Management Act, 1999 and rules thereunder and as further notified by RBI and other government bodies. Card member shall not disclose the ATM PIN/ code, provided to cardmember by the Bank, to any person. Card member shall take all possible care to prevent its discovery by any person.
2. Card member can obtain a cash advance through cash withdrawal from ATM as per defined limits. Charges will be defined in the Most Important Terms and Conditions (MITC) for card variants, any changes shall be affected with prior intimation to card member via email or SMS. It is also available on DCB Bank's website [www.dcb.bank.in](http://www.dcb.bank.in)
3. Charges, and terms and conditions thereto, shall be communicated in writing to the card member. Such charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.
4. Default interest rates shall be effective immediately on occurrence of default. Factors considered in determining card member's monthly finance charges may include card member's vintage, card member's overall credit performance, including nature of defaults if any, in addition to other indicators of card member's account usage and performance.

### **Credit Limits, Available Credit Limit, Total Credit Limit**

1. DCB Bank, at its sole discretion, will determine the card member's credit limit and cash withdrawal limit. (Add-on card members share the same limit). The credit limit and cash withdrawal limit are communicated at the time of delivery of the Card and are also indicated in the monthly statements. Available credit limit is calculated by deducting the utilized limit from the total credit limit. In case the card member has availed any EMI option within the credit limit of the card, the outstanding EMI amount will also be deducted from the total credit Limit to arrive at the available credit limit. Cash limit will be a sub-set of the Total Credit Limit and may be lower for a card account, as well as the additional card member. The limit assigned to an additional card member shall be restored to the assigned limit after every billing cycle. The welcome letter enclosing the credit card will show the initial credit limit and cash withdrawal limit applicable to card member's card account.
2. Use of the card at merchant establishment/ member bank will be limited to the limits assigned to each card account by the Bank. If the total outstanding on the credit card exceeds the credit limit, card member must make immediate payment of any excess amount above the credit limit. Charges, as applicable from time to time, will be levied to card member's card account if he/ she exceeds his/ her credit limit.

### **Fees**

1. Cardmember agrees to pay the following fees in respect of the card:
  - 1.1 Joining/ Annual fees: Is defined in the MITC for card variants. MITC is provided in the welcome kit and is available on the Bank's website

[www.dcb.bank.in](http://www.dcb.bank.in)

- 1.2 Additional card joining fees and annual fees: at the prevailing rate for each additional card on the card account at the time of issuance and hereafter annually during the month in which the add-on credit card was originally issued.
2. The fees are non-refundable and subject to change at the discretion of the Bank. The changes shall be affected with prior intimation to card member via email or SMS. It is also available on DCB Bank's website [www.dcbbank.com](http://www.dcbbank.com).

### **Finance Charges**

1. Finance charges are payable at the monthly percentage rate on all charges including cash advances, from the date the card member incurs the transactions until they are fully paid.
2. Finance charges are incurred immediately from the date of cash withdrawal whereas for purchases, the finance charges accrue only if the Total Outstanding Amount, or any part thereof payable by the Payment Due Date is not paid in total and the same is carried forward from the previous billing cycle to next billing cycle.
3. Finance charges, if payable, is debited to card member's card account on the last date of each statement period and is shown on your statement.
4. Card member will pay finance charges on the total outstanding amount carried forward at the rate defined by the Bank and as amended by the Bank from time to time.
5. The finance charges, as mentioned above, will continue to be payable after termination of this agreement or closure of the card account till outstanding on the card account is cleared in full.
6. The Bank may, at its sole discretion, at any time, under intimation to card member, vary the finance charges for all or some of its facilities.

### **Late Payment Fee**

In the event, cardmember fails to pay the minimum amount due as shown in the monthly statement by the payment due date, an overdue/ late payment fee as mentioned in the schedule of charges shall be levied to the card account. This fee may vary at the discretion of the Bank and shall be intimated to card member.

### **Other Fees/ Charges**

Card member agrees to pay all costs and charges as mentioned in the Most Important Terms & Conditions (MITC).

### **GST**

Card member agrees to pay GST at rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, other fees/ charges etc., as may be applicable from time to time.

### **Charges Made in Foreign Countries**

Charges in foreign currency will be converted into Indian Rupees using the exchange rate established by the Bank for such transactions on the date when the Bank or authorised agents process the charges, plus any applicable conversion commission. Amounts converted by third parties such as airlines or other establishments will be billed at their rates.

### **Additional Card**

1. A card account may have multiple additional cards, the number to be determined at the sole discretion of the Bank.
2. Upon receipt of cardmember's request/ authorisation, the Bank of its sole discretion may issue additional card.
3. Card member will be fully responsible and liable for all transactions and charges incurred on the additional card, which will be included in your statement of account. The additional cardmembers shall be jointly and severally liable to the Bank along with card member for all the charges, even though the monthly statement of account may be sent only to primary cardmember. These terms and conditions shall also be binding on the additional card members.
4. Card member may withdraw the facility of additional card by blocking/ closing the card through the available channels provided by the Bank.
5. The additional card facility and privileges will be automatically withdrawn if the primary card account is terminated for any reason

## **Liability**

1. Primary card member is liable to the Bank for all charges on the primary credit card and all add-on credit cards issued at card member's request and primary card member agrees that all add-on cards will be used in a manner consistent with these terms and conditions.
2. All add-on credit card members agree to use each add-on credit card bearing respective add-on card member's name in a manner consistent with these terms and conditions.
3. All communications sent or given to the primary credit card member or the add-on credit card member shall be deemed to have been sent or given to both.
4. No materials (including marketing materials) shall constitute to be an offer/promise from the Bank to issue a credit card to the applicants/ customers of the Bank/ members of the general public evincing interest in the credit card, including requests/ applications for the issue of add-on credit cards

## **Credit Card Re-issue & Replacement**

1. If the card member's credit card becomes defective or is damaged, the card member may ask for a replacement card through the available channels provided by the Bank.
2. All such credit cards are subject to terms and conditions of use and the Bank reserves the right not to reissue a credit card to any card member.

## **Billing & Settlement**

1. The Bank will send the statement once a month for each billing period on the card member's email ID provided by the card member. The payment due date will be up to a maximum of 15 days from the billing date.
2. The Bank will debit the card account for all the charges incurred and credit the card account for all payments made by card member to the Bank and for any credits received from the merchant establishments in card member's favour.
3. The Bank shall render monthly statements based on transactions done by the cardmember and/or the payment made and/or credits received. The monthly statement for each billing period will identify, inter alia, purchase of goods and/or services, cash advances, fees, GST and other charges, payments and credits to the card account. The monthly statements will show total outstanding amount as well as the minimum amount due that are required to be paid by the card member. Card member shall make payment for at least the minimum amount due to reach the Bank on or before the payment due date indicated in the statement. Card member's account will be credited only when the Bank receives the payment of cleared funds from cardmember or card member's Bank. Any overdue amounts and any amount over card credit limit shall be payable immediately. Please note making only the minimum payment every month would result in the repayment stretching over years with consequent interest payment on card member's outstanding balance.
4. Minimum Amount Due will be determined by the Bank at its sole discretion.
5. Non-payment of the minimum amount due by the payment due date shall render cardmember liable to risk of withdrawal or suspension (whether temporary or permanent) of the facility on the credit card. A fee may be levied for such non-payment as well. The Bank may, at its sole discretion, also instruct the merchant establishments not to honour the Credit Card and/or to take custody of the card by listing the card number in the Warning Bulletin issued by the Bank from time to time or otherwise.
6. Should any payment instrument of card members be subsequently dishonoured, the card privileges may be suspended/ terminated and a fee, as mentioned in the Schedule of Charges shall be levied to the card account, at the sole discretion of the Bank. Such fee amount is subject to change at the sole discretion of the Bank. The Bank also reserves the right to initiate any appropriate legal action.
7. Any and all payments received towards the card account may be applied or appropriated by the bank as per our internal accounting and credit guidelines, notwithstanding any instructions or specific appropriation by card member or other person making the payments.
8. Duplicate monthly statements of accounts will be provided by the Bank to card member only up to a period of twelve months preceding card member's request, subject to payment of service charge as specified in the Schedule

of Charges, which can be changed at the discretion of the Bank.

9. If card member requests for physical statement, Bank may levy charges for the same. The charges will be applicable in card member's next billing cycle. The charges can be changed at the discretion of the Bank.

### **Statement of Account**

1. The Bank will send the statement of transactions in the card account / notification of statement generation every month on a predetermined date, at the mailing address provided by the card member.
2. Non-receipt of the statement for any reasons whatsoever is not a valid reason for non-payment of dues. Should the card member not receive the statement within 7 days from the usual statement date, the card member is requested to contact DCB Customer Care to check the amount payable.
3. Requests for duplicate statements will attract charges as determined by the Bank from time to time.
4. The card member further agrees that the Bank may round off the bill as determined appropriate by the Bank from time to time.
5. The amount paid more than the actual bill amount will be adjusted in the next billing cycle.
6. The card member should promptly notify the Bank of any unauthorised transactions appearing on the Statement to enable investigation/ amendments (if necessary). These transactions should be notified/ referred within 30 days from the date of the statement, after the expiry of which the Bank will not be liable for any refunds that may be related to such transactions.
7. The statement will have details of all transactions in the card account, including any refunds or payments made from the date of the previous statement and up to the close of business on the day of the current statement date. The amount outstanding on the card member's statement will be made up of the following:
  - 7.1. The amounts charged for all goods and services purchased by using the card, including all mail and/ or telephone order(s), or over the Internet and authorised by the card member or by any add-on- card member to be charged to the card account.
  - 7.2. Cash advances on the card member's card account including those incurred through Automated Teller Machines (ATMs) wherever applicable.
  - 7.3. All balance transfers, if any, availed of by the card member.
  - 7.4. The charges set out elsewhere in the card member agreement/ schedule of charges (e.g., Fees, Service Charges, applicable tax etc.)
8. The card member should check each statement of account carefully on receipt and immediately notify the Bank of any unauthorised/ disputed transaction or any other error.

### **Alerts**

Cardmember agrees that the Bank shall keep the card member informed about the status of his / her card account and provide any other information from time to time by sending cardmember messages via SMS and/or email or any other communication channel and cardmember would have no objection to the same.

### **Lien and Right of Set-Off**

It is agreed that the Bank, at any time and without notice, will have general lien and a right of set-off on all monies belonging to the card member and/or add-on card member standing to their credit in any account whatsoever with the Bank or in the possession or custody of the Bank. If upon demand by the Bank, the balance outstanding on the card account is not repaid within the prescribed time, such credit balance in any account including fixed deposit accounts and any properties of the card member and/or add-on card member in the possession or custody of the Bank whether for safe keeping or otherwise, may be adjusted towards dues under the card account. In case of any deficit, the deficit amount may be recovered by the Bank from the card member and/or add-on card member.

It is agreed that the Bank shall have the absolute right to remove or release any lien, charge, and reinstate a lien marking on the Card member's FD/ SA in the event of receipt of any regulatory or statutory directions issued by any competent authority. The Bank may exercise this right without prior notice or intimation to the Customer, and the Customer shall not raise any claim or dispute against the Bank in this regard.

## **DCB Fixed Deposit/ Saving Account (FD/ SA) Lien Process for FD/ SA Linked Credit Card**

Without prejudice to Bank's right of general lien and set-off, in case of issuance of credit card against Fixed Deposit ("FD linked Cards")/ Saving Account ("SA linked Cards"), the Bank shall be authorised to mark a lien on the Fixed Deposit(s) ("FD")/ Saving Account ("SA") held by the card member with the Bank, to the extent of the amount declared by the card member in the FD/SA Lien Declaration. The aforesaid lien over FD/SA shall be the security for the FD/SA linked card issued / to be issued by the Bank to the card member. The card member hereby irrevocably and unconditionally authorises the Bank to liquidate the FD at Bank's sole discretion in the event of non-payment of outstanding dues by the card member without any notice and thereupon appropriate and apply the proceeds towards the outstanding dues on the FD linked card. The Bank shall be entitled, without prior notice to the Card Member, to appropriate and/or set off such amounts from the said savings account or fixed deposit towards satisfaction of any dues payable under the Card facility. The lien shall continue to remain in force until all amounts payable under this Agreement are fully discharged to the satisfaction of the Bank. Where the Card Member maintains more than one account with the Bank, the Bank shall be entitled, without notice, to exercise its right of lien and set-off across all such accounts, jointly or severally, to recover amounts due under the Card facility. The card member hereby acknowledges and agrees that the Bank shall not be held responsible for the loss, charges, or costs, if any, to the cardmember arising due to such premature withdrawal of the FD. In the event that the previously mentioned premature withdrawal of the FD does not take place whilst the FD linked card is in use by the card member, the cardmember hereby specifically authorises the Bank to automatically roll-over the FD for further similar period(s) on each maturity date so long as the FD linked card is active / in use. For avoidance of doubt, it is hereby clarified and specifically agreed by the card member that in the event of shortfall, post previously mentioned premature withdrawal of FD, the Bank shall be entitled to proceed against the cardmember to recover the balance outstanding dues. This clause is a prerequisite for issuance of FD linked card, and it will become effective and applicable only in the event of issuance of FD linked card.

### **Personal Identification Number (PIN)**

1. To enable usage of the Card, the card member will be required to generate his/ her own PIN by following the process communicated by the Bank. The PIN can be changed by the card member, at his / her own risk, as per the process given by the Bank. The card member can check PIN generation process as per Bank's communications through SMS/ email, information on website or by contacting DCB Customer Care.
2. The PIN provides access to the card account and is required for carrying out transactions on POS/ATM within India or outside (wherever applicable).
3. The card member accepts the sole responsibility for use, confidentiality, and protection of the PIN. He/ she shall not record and/ or verbally narrate the PIN in any form to any person including Bank's staff to facilitate the PIN coming to the knowledge of a third-party.
4. DCB Bank is authorised by the card member for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the card member other than by means of verification of the card member's PIN. The card member shall, at all times - take all necessary steps, including those as mentioned herein, to maintain the security of the PIN.
5. Subject to the provisions stated herein and as specified by DCB Bank from time to time, the card member will not hold DCB Bank liable in case of any improper/ fraudulent/ unauthorized/ duplicate/ erroneous use of the Card and/ or the PIN. DCB Bank will also not be liable for any consequences connected with the use/ misuse of the card by any third-party due to the card falling in the hands of any third-party or the PIN coming to the knowledge of any third-party, on accounts of whatsoever reason. If any third parties gain access to the services, including the card account, the card member shall be responsible and shall indemnify DCB Bank against any liability, costs or damages arising out of such misuse/ use by third parties based upon or relating to such access and use, or otherwise.
6. DCB Bank shall not be responsible if the card members provide an incorrect registered mobile number.

## **Telebanking**

1. The card member accepts that DCB Bank directly or through its appointed representatives has agreed to provide him/ her the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given.
2. The card member is aware that in connection with such telephonic facility, he/ she is required to provide to the Bank or its appointed representatives over the telephone, details pertaining to him / her or his / her card account towards performing reasonable checks as considered appropriate by the Bank before the Bank executes his instructions for his convenience.
3. This telephonic facility shall cover and be applicable to all DCB Bank credit cards of the card member now existing or which may hereafter be opened by card member. The card member unconditionally agrees that:
  - 3.1 Card member shall not hold the Bank liable on account of the Bank acting in good faith on such instructions;
  - 3.2 In following such instructions, the Bank will be doing so on a best effort basis and card member will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of card member's instructions;
  - 3.3 The Bank may in its discretion charge for or withdraw or suspend the facility wholly or in part at any time;
  - 3.4 The Bank may, in its discretion, decide not to carry out any such instructions where it has reason to believe (which decision of the Bank, the card member shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt;
  - 3.5 The Bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions as evidence in any proceedings;
  - 3.6 At the card member's request the Bank may send to the card member, financial information (sought for by the card member) regarding the card member's account(s) which may be of a private and confidential nature and the card member shall not hold the Bank liable in any manner should such information come to the knowledge of any third-party.
4. In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the card member's accounts, he/ she shall be obliged to intimate the relevant discrepancy in writing to the Bank within 30 days from the Statement in which the transaction was billed and not later than 60 days from the date of transaction failing which the transaction shall be deemed to be correct and accepted by the card member.
5. In consideration of the Bank providing the card member the said facility, the card member agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the card member the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the card member's instructions. The card member agrees that all conditions of the above indemnity will hold good, when the Bank executes his/ her instructions for his/her convenience and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.
6. The Bank reserves the right to add/ modify/ delete any of the features/ offerings on the telebanking facility from time to time and the card member expressly agrees to the changes in the service delivery resulting thereof.

## **Exclusion of Liability**

1. Without prejudice to the foregoing, DCB Bank shall be under no liability whatsoever to the card member in respect of any loss or damage arising directly or indirectly out of:
  - 1.1 Any defect in any goods or services supplied;
  - 1.2 The refusal of any merchant partner to honour or accept the card;
  - 1.3 The malfunction of any computer terminal/ POS terminal/ payment

gateway/ any other transaction mode;

- 1.4 Transaction Instruction(s) given by any other person apart from cardmember;
  - 1.5 Any statement made by any person requesting the return of the card or any act performed by any person in conjunction thereof;
  - 1.6 Handing over of the card by the card member to anybody other than designated employees of DCB Bank at DCB Bank's premises;
  - 1.7 The exercise by DCB Bank of its right to demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender made and/ or procured by the Bank or by any person or computer terminal.
  - 1.8 The exercise by the Bank of its right to terminate any card or the card account;
  - 1.9 Any injury to the credit character and reputation of the card member alleged to have been caused by the repossession of the card and/ or any request for its return or seizure of all or any purchases made on the credit card or the refusal of any service establishment/ mail order establishment to honour or accept the card;
  - 1.10 Any misstatement, misrepresentation, error, or omission in any details disclosed by the Bank or its agents or representatives;
  - 1.11 Decline of a charge because of exceeding credit limits or foreign exchange entitlements as prescribed by the Exchange Control Regulations issued by the RBI from time to time, or the Bank becoming aware of the card member exceeding his/ her entitlements;
  - 1.12 Inability of the Cardmember to withdraw cash at any ATM;
  - 1.13 Malfunction of any communication or other equipment resulting in the inability of the card member to avail of any facilities or to access any services;
  - 1.14 Any defect in any services by concerned insurance company or adequacy of insurance cover.
2. In the event a demand or claim for settlement of outstanding dues from the card member is made either by the Bank or any person acting on behalf of the Bank, the card member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the card member, in any manner and the card member absolves the Bank and its employees and officers of all liabilities in this regard.
  3. The card member acknowledges that the provision of the facility of receiving alerts on mobile phone number or email, provided by the card member while applying for the credit card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by DCB Bank or otherwise. The card member accepts that timelines, accuracy, and readability of alerts sent by DCB Bank will depend on factors affecting other service providers engaged by DCB Bank or otherwise. DCB Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss, or distortion in transmission of alerts to the card members.

### **Disputes**

1. Any evidence of transaction/ product or service rendered, or other transaction receipt received from a merchant establishment by DCB Bank for payment shall be conclusive proof that the charge recorded on such an evidence of transaction or other transaction receipt was properly incurred in the amount and by the card member, as the case may be, by the use of the Credit Card, except where the Card has been reported lost, stolen or fraudulently misused, the burden of proof for which shall be on the card member. The other transaction receipt referred to in this Clause shall include any and all payments pertaining to permissible transactions incurred by a card member at a merchant establishment by use of the card which is not recorded on the conventional receipt (for example, an invoice or any other bill/ order confirmation).
2. Should the card member choose to disagree with a charge or transaction indicated in his Statement, the same should be communicated to DCB Bank within 30 (thirty) days from the date of statement and not later than 60 days from the date of transaction in writing, failing which it would be construed that all charges and the statement containing such a transaction are entirely

in order and accepted by the card member. On receipt by DCB Bank of any such communication from a card member, DCB Bank may, at its sole discretion, reverse the charges on a temporary basis and seek few documents in order to proceed with the investigation. If on completion of subsequent investigation, the liability of such disputed charges is to the card member's account, the charge will be reinstated in a subsequent statement. If, in the process of investigating the card member's query, the Bank has had to retrieve voucher copies either from its archives or through another bank entity, the card member's account will be debited for retrieval fees as specified by the Bank from time to time. Amounts due on the transactions including disputed transactions are payable by the due date appearing on the Statement of Accounts.

3. Any disputes/ complaints/ grievances other than those stated above shall be referred to DCB Bank by the card member within 30 days of the transaction.
4. Transactions, where the card is not physically required, and which are duly authorised by the card member by use of the OTP (One Time Password) generated on card member's mobile number registered with Bank or through any alternative authentication methods as prescribed by the Bank, such transactions are deemed to be valid transactions.
5. Secure transactions OTP (One Time Password)/ APIN (ATM Personal Identification Number)/ any alternative authentication methods as prescribed by the Bank has been validated to authenticate card member identity prior to completing a Card Not Present (CNP)/ Card Present (CP) transaction (as applicable) will be deemed valid. The card member will be liable for such transactions. The Bank will not entertain any dispute request towards such secure transactions. In case of dispute, the card member will be required to file a complaint with police or appropriate law enforcement authorities and the Bank provide suitable assistance as per the Bank's policies.
6. During any interaction on the disputed transactions, the Bank may, at its sole discretion, record the facts, evidence, telephonic conversations with the customer for the purpose of investigation.
7. Card members perform various transactions using the Card issued by the Bank. This policy is formulated to inform card members on their liability for unauthorized usage of their cards. Card members need to promptly report fraudulent usage attempts on the cards to the Bank; such that the Card is blocked for further usage. This reporting can be done using Bank provided channels. Card members must always actively update their mobile numbers with the Bank. Card members will not be liable for any fraudulent usage of the card post reporting to the Bank.

#### **Card Lost, Theft or Misplaced**

1. The card member must notify the Bank as intimated from time to time immediately if the primary or any additional credit card is lost, stolen, mutilated, not received when due or if he/she suspects that the credit card is being used without card member's permission.
2. A card member must report a card lost over the telephone. DCB Bank will upon adequate verification temporarily suspend the card account and will not be liable for any inconvenience caused to the card member on this account.
3. In case of loss / theft / misuse of the Card, customer can immediately hotlist / block the card by raising a request through bank provided channels. Once a card is reported lost, it should not, under any circumstance be used if found by the card member subsequently.
4. As the Add-on Card is an extended facility given on the primary card account, the add-on Card is rendered invalid when the primary card is reported lost. Similarly, if the add-on card is reported lost, the primary card account and other add-on cards are invalidated. The Bank is not liable or responsible for any transactions incurred on the card account prior to time of reporting of the loss of the card and the card member will be wholly liable for the same. After the receipt of proper notification of the loss by the Bank, the card member's subsequent liability is zero. The card member will be liable for all transactions on the card if the card(s) loss is not reported immediately and the FIR not filed within 3 days of the loss/theft of the card. Subject to the account being regular and the report of any card loss being received properly and in time, the Bank will reissue the primary card (and

add-ons, where applicable) on receipt of written instructions confirming the loss, along with the FIR and send the re-issued cards to the address of the primary card member. However, the re-issue of the card is completely at the discretion of the Bank. The card member will also fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of an investigation into any disputed transactions. The card member hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the card, in the event that it is lost and not reported to the Bank or lost and misused before the Bank is informed.

#### **Changes to the card member agreement**

The Bank reserves the right to vary of the above terms and conditions of card member agreement from time to time with due intimation to the customer. Changed terms and conditions will be communicated through the Bank's website.

**DCB Customer Care: Call** 022 68997777 ▪ 040 68157777  
**Email** [customercare@dcbbank.com](mailto:customercare@dcbbank.com) ▪ **Web** [www.dcb.bank.in](http://www.dcb.bank.in)

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