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| 23.1 | **Definitions:** In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise: |
| 23.2 | ‘Bank’ refers to HDFC Bank Limited, a banking company incorporated in India under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, India and includes its successors and assigns. |
| 23.3 | ‘Card’ refers to HDFC Bank ForexPlus Platinum Card, issued to the customer by HDFC Bank in association with VISA International. |
| 23.4 | Cardholder refers to a customer of the Bank authorised to use the card. |
| 23.5 | EDC terminal shall mean Point-Of-Sale electronic data capture capable of handling card transactions i.e., Electronic Draft Capture (EDC) terminal, printers, other peripherals and accessories, including PIN (defined hereunder), pads and necessary software to run the devices and which processes the transaction at the Merchant Establishments abroad (except India, Nepal and Bhutan). |
| 23.6 | ‘International Transactions’ refer to the transactions entered into by the Cardholder on his card outside India, Nepal and Bhutan. |
| 23.7 | ‘Merchant’ means any person who owns or manages or operates a service establishment wherever located which honours the card and includes amongst others stores, shops, restaurants, hotels, airline organisations, ATMs advertised by the Bank, VISA or the Merchant. |
| 23.8 | ‘Merchant Establishments’ shall mean establishments wherever located which honours a VISA Card and shall include among others, stores, shops, restaurants, hotels, airline organisations advertised as honouring the VISA Card. |
| 23.9 | ‘Terms’ refer to Terms and Conditions for use of the card as specified in this document. |
| 23.10 | ‘Transactions’ mean any instruction given by a Cardholder using a card directly or indirectly to the Bank to effect a transaction. |
| 23.11 | ‘VISA’ shall mean mark owned by VISA International. |
| 23.12 | ‘VISA/PLUS ATM network’ shall mean ATMs wherever located which honour the VISA card and displaying the VISA/PLUS symbols |
| 23.13 | In the document, all references to the Cardholder being referred in masculine gender will also include the feminine gender. |
| 23.14 | Transaction: Transaction includes cash withdrawals, payment for purchases made/services availed at Merchant Establishments, availing other services by utilising the card at ATMs and/or Merchant Establishments. |
| 23.15 | Personal Identification Number (PIN): The Bank will allot to the Cardholder a PIN to be used for cash withdrawals and Balance Enquiry at ATMs. The Cardholder shall be responsible to maintain the confidentiality of the PIN/IPIN. The Bank bears no liability for unauthorised use of the card. |
| Note: | As per the Finance Bill 2020, w.e.f. October 1, 2020 all the Authorized Dealers (AD) are mandated to collect Tax Collected at Source (TCS) on all Forex drawals which is also applicable for Forex Card Load/ Reload transactions.  Rate of TCS will be 5% for all the travel purposes except for Education where the rate is 0.5% if funding is coming from education loan availed from notified list of financial institutions. The applicable TCS (if any) will be recovered by debit to your your account / Debit card / Credit Card . You are requested to maintain sufficient balance. |
| 23.16 | **APPLICABILITY OF RULES AND REGULATIONS:** |
| 23.17 | The issue and use of the card shall be subject to the RBI’s regulations in force from time to time. |
| 23.18 | Utilisation of the card shall be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of non-compliance by Cardholder with same, the Cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and any other Law and/or regulation in force from time to time relating to Foreign Exchange. The Cardholder may be debarred from holding the card, either at the instance of the Bank or the RBI. The card cannot be used for making payment towards foreign currency transactions in India, Nepal and Bhutan i.e., while using the card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. In case the card is cancelled, whether on account of non-compliance with Exchange Control Regulation or otherwise, the Bank will not be responsible for any attempted usage of the card, whether in India or abroad, resulting in the card being dishonored and the concerned Merchant would be entitled to pick up a cancelled card on presentation. |
| 23.19 | The card may be used, within the foreign entitlements as stipulated by RBI from time to time, by Cardholders going abroad for all bona-fide personal expenses provided, the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India, would be governed by the baggage rules/EXIM policy in force. The entitlement of exchange should be ascertained (prior to the trip) from the authorised dealer branches of the Bank. The card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant regulations. |
| 23.20 | **VALIDITY:** |
| 23.21 | The card is valid abroad. |
| 23.22 | The card is not valid for payments in India, Nepal and Bhutan. |
| 23.23 | The card is valid up to the last working day of the month indicated. The Cardholder shall destroy the card when it expires by cutting it in half, diagonally |
| 23.24 | The card is acceptable at: |
|  | * Any ATM of banks which are members of PLUS/VISA ATM network abroad * Any VISA merchant outlet abroad |
| 23.25 | **CARDHOLDER OBLIGATIONS:** |
| 23.26 | The Cardholder shall at all times ensure that the card is kept at a safe place. The Cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The Cardholder will sign the card immediately upon receipt. |
| 23.27 | The Cardholder will be responsible for all facilities granted by the Bank in respect of the card and for all related charges for use of the card. |
| 23.28 | In case the Cardholder has any dispute in respect of any charge indicated in the Statement, the Cardholder shall advice details to the Bank within 30 days of the Statement Date failing which, it will be construed that all charges are acceptable and in order. The Bank may not at its sole discretion accept any disputes on charges  older than 30 days. |
| 23.29. | **LOST OR STOLEN CARDS:** |
| 23.30 | If a card is lost or stolen, the Cardholder must file a report with the local police and send a copy thereafter to the Bank. The Cardholder will be liable for all the charges incurred on the card until the card is hotlisted. In case of an unsigned card, the Cardholder will be liable for all charges incurred on it. The Cardholder may report a card loss over the telephone to the Bank. The Bank upon adequate verification will permanently suspend the card and will not be liable for any inconvenience caused to the Cardholder on this account. The Bank will hotlist/cancel the card during working hours on a working day following the receipt of such intimation. 26. If the Cardholder loses his card overseas and needs emergency cash, the Cardholder may call VISA Global Assistance Services (GCAS) and place the request for cash requirement. In case, the Cardholder uses the Global Customer Assistance Services, then the charges for usage of such services will be borne and paid by the Cardholder. |
| 23.31 | If the Cardholder loses his card overseas, he may either follow the above procedure or may report the loss through the VISA Global Customer Assistance Services’ helplines. In case the Cardholder uses the VISA Global Customer Assistance Services, then the charges for usage of such services shall be borne by the Cardholder. |
| 23.32 | The Cardholder shall take cognizance of the fact that once a card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the Bank and adequate care taken to prevent its misuse. |
| 23.33 | The Cardholder is responsible for the security of the card and shall take all steps towards ensuring the safe keeping thereof. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the Cardholder. |
| 23.34 | Replacement card may be issued by the Bank provided that the Cardholder has in all respects complied with the Terms and Conditions pertaining to the same. |
| 23.35 | **ATM USAGE:** |
| 23.36 | The card is operable with the help of a confidential PIN at ATM locations. The Cardholder’s PIN is given to him at the time of purchase of the card and the Cardholder shall ensure that the same is received in a sealed envelope. The PIN should never be disclosed to any person or written down where any other person may discover it. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the Cardholder’s risk. All transactions conducted with use of the PIN will be the Cardholder’s responsibility and he will abide by the record of the transaction as generated. |
| 23.37 | The card is acceptable at any VISA/PLUS ATM network belonging to institutions abroad. The Bank will not accept responsibility for any dealings the Cardholder may have with the other institutions including but not limited to such services. Should the Cardholder have any complaints concerning any PLUS ATM network establishment, the matter should be resolved by the Cardholder with the establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. |
| 23.38 | There will be separate Service Charges levied for facilities that will be announced by the Bank from time to time and deducted from the Card Account. In a situation where the Card Account does not have sufficient funds to deduct such Service Charges, the Bank reserves the right to deny such transactions and the decision of the Bank shall be binding on the Cardholder. The Bank shall not be liable for any consequences arising out of denial of transactions. The Bank shall have the right to set-off and lien, irrespective of any other lien or charge, present or future on deposits held in the Cardholder’s Accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the services extended by the Bank. |
| 23.39 | **MERCHANT LOCATION USAGE:** |
| 23.40 | The card is acceptable at all electronic Merchant Establishments abroad which display the VISA logo. |
| 23.41 | The card is for electronic use only and will be acceptable only at Merchant Establishments that have an EDC terminal. Any usage of the card other than electronic use will be considered as unauthorised and the Cardholder will be solely responsible for such transactions. Electronic usage is construed as the chargeslip/transaction slip printed electronically from the EDC terminal. |
| 23.42 | The card is operable with the help of the Cardholder’s signature at EDC terminals installed at Merchant Establishments. |
| 23.43 | Transactions are deemed authorised and completed once the EDC terminal generates a sales slip. The amount of transaction is debited from the Primary Account linked to the card immediately. The Cardholder should ensure that the card is used only once at the Merchant location for every purchase. The sales slip will be printed each time the card is used and the Cardholder should ensure that there is no multiple usage of card at the Merchant location at the time of purchase. |
| 23.44 | The Bank will not accept responsibility for any dealings the Cardholder may have with the Merchant Establishment including, but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any VISA Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. |
| 23.45 | The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Card Account with the transaction amount. |
| 23.46 | The Cardholder must sign a sales slip whenever the card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will be binding on the Cardholder. |
| 23.47 | Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the card except where the card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. |
| 23.48 | In case, a merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the Merchant and a copy of the cancelled receipt must be retained in his possession. Reveal/Refunds of debits due to such transaction will be processed manually and the cancelled sales slip needs to be produced, if called for. |
| 23.49 | All refunds and adjustments due to any merchant/device error or communication link will be processed manually and the account will be credited after due verification and in accordance with VISA rules and regulations as applicable. The Cardholder agrees that any debit received during this time will be honoured only based on the available balance in the account(s) without considering this refund. The Cardholder also indemnifies the Bank from such acts of dishonoring the payment instructions. |
| 23.50 | The card is not to be used at the hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service. |
| 23.51 | The card should not be used for any Mail Order/Phone Order/Over-the-Internet purchases and any such usage will be considered as unauthorised and the Cardholder will be solely responsible. |
| 23.52 | Quality of Goods and Services: The Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed by Cardholder from Merchant Establishments including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. It must be distinctly understood that the card facility is purely a facility to the Cardholder to purchase goods or avail services and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise howsoever regarding the goods or services, and any dispute must be resolved by Cardholder with the Merchant Establishment. |
| 23.53 | **CARD USAGE:** |
| 23.54 | The Bank will debit the Card Account for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the card (‘Transaction’). All Transactions will be reflected in the Statement of the Card Account, which are linked to the card. Such statements shall be mailed to the Cardholder at the end of the month, in which the card has been used for transaction to the mailing address indicated at the time of purchasing the card. |
| 23.55 | The Cardholder agrees the Bank’s record of transaction relating to his card is authentic and conclusive. |
| 23.56 | The Cardholder is advised to retain a record of transactions generated by the ATM/EDC terminals at Merchant Establishments with him. |
| 23.57 | The Cardholder agrees not to attempt to withdraw/purchase using the card unless sufficient funds are available in the account. The onus of ensuring adequate card balance is entirely on him. |
| 23.58 | In the event of an account being overdrawn due to card transactions, the Bank reserves the right to set-off this amount against any credit lying in any of the Cardholder’s other accounts held jointly or singly, with reasonable notice to the Cardholder. |
| 23.59 | Nothing in these Terms and Conditions shall affect the Bank’s right to set-off transfer and application for monies at law or pursuant to another agreement from time to time subsisting between the Bank and Cardholder. |
| 23.60 | **RESIDENTS:** |
| 23.61 | The use of the card is allowed for the purposes as per the Exchange Control Regulations. |
| 23.62 | As per RBI guidelines in case the amount on account of use of the card during visits abroad exceed the Cardholder’s Foreign Exchange entitlements, the Cardholder should provide documentary evidence for the usage of Foreign Exchange utilised. The Bank is authorised to report the matter to the regional office of the Exchange Control department giving full details. |
| 23.63 | As per the Exchange Regulations, for every foreign currency transaction the Cardholder should submit a duly completed A2 form and have his passport endorsed for the foreign currency utilised. |
| 23.64 | In case the Cardholder is not contactable or not able to submit the same within the reporting time as specified by RBI, the Cardholder authorises and indemnifies the Bank to fill in and submit the request for purchase of Foreign Exchange (A2 form) on behalf of the Cardholder. |
| 23.65 | **DISPUTES:** |
| 23.66 | A sales slip with the signature of the Cardholder together with the card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed or to be availed to the Cardholder’s satisfaction. |
| 23.67 | The Bank shall make bona fide and reasonable efforts to resolve an aggrieved Cardholder’s disagreement with applicable charge indicated in the Statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the sales slip or payment requisition. |
| 23.68 | The Bank accepts no responsibility for refusal by any establishment to honour the card. In case of any disagreement by the Cardholder related to transaction(s)/amount(s) debited to the Card Account, the Cardholder needs to report the same within 30 days from the date of Statement in order to enable the Bank to investigate about the same with the acquiring bank. (Note: Cardholder will come to know about the debit only on receipt of statement unless he receives alert). |
| 23.79 | The Bank accepts no responsibility for refusal by any establishment to honour the Card. |
| 23.70 | As per Visa Operating Regulation, the complete resolution of the dispute may take upto six months. In case the Customer wants to dispute any transaction, the same should be informed to the Bank within 15 days from the date of the transaction. |
| 23.71 | **Exclusion of Liability:**  Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising, directly or directly out of:   * Any defect in goods or services supplied * The refusal of any person to honour or accept a card * The malfunction of any computer terminal * Effecting transaction instruction other than by a Cardholder * Any Statement made by any person requesting the return of the card or any act performed by any person in conjunction * Handing over of the card by the Cardholder to anybody other than the designated employees of the Bank at the Bank’s premises * The exercise by the Bank of its rights, 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 * The exercise by the Bank of its right to terminate any card * Any injury to the credit character and reputation of the applicant alleged to have been caused by the repossession of the card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the card * Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank * Decline of a charge because of excess Foreign Exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlements * Decline of transaction due to any reason at a Merchant location/ATM * In case the Cardholder does not report the disagreement of transaction within 30 days from the date of Statement, it will be difficult for the Bank to investigate with acquiring bank. In this case, the Bank is not liable to investigate the transactions where disagreement is reported by the Cardholder after expiry of the aforesaid period. Investigation for these transactions if any, may be done by the Bank on good faith basis. * Cardholder shall be liable to bear and pay the charges as may be levied by the Bank for usage of Global Customer Assistance Services (GCAS) or for Concierge Services offered by VISA, as these services are offereddirectly through VISA. * As the Global Customer Assistance Services (GCAS) and Concierge Services are directly offered by VISA, therefore the Bank shall not be liable for any dispute(s) related to such services availed by the Cardholder if any. |
| 23.72 | **INSURANCE BENEFITS:** |
| 23.73 | The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and that the insurance company will be solely liable for compensation if any, in case of the death of a Cardholder and/or loss of baggage and/or loss of passport and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company. |
| 23.74 | The Cardholder acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his Card Account maintained in good standing. On the card/account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of card/account. Further the Cardholder also agrees that even during continuation of his card/account, the Bank may at any time at its sole discretion and with reasonable notice thereof to the Cardholder, suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the Bank to continue this benefit. The current insurance benefits offered on your ForexPlus Platinum Card is in association with HDFC Ergo General Insurance Company Ltd.\* Policy Number: OMK0011584000100.  The following are the broad Terms and Conditions of the captioned cover: Personal Accident Insurance-   * This is a death only cover, with a maximum limit of Rs. 5,00,000 valid on any bodily injury resulting in death by Air/Rail/Road accident * This death has to be within 12 months of the injury * The accidental injury and subsequent death has to be within the validity period of the ForexPlus Platinum Card (live and active card) Loss of Checked Baggage and Personal Documents (Passport Reconstruction Cover) * The maximum Baggage Cover is for Rs. 50,000 * It applies on loss of checked baggage caused by the airline and the liability admitted by the airline * The payment under Insurance Cover will be reduced by any sum for which the airline is liable to make the payment * Passport Reconstruction Cover applies for actual cost of reconstruction of passport only. Cost of reconstruction on VISA not included * Compensation for reasonable and necessary expenses to obtain a duplicate passport. \*Insurance company can be subject to change. Card Liability Cover up to Rs. 2,25,000. |
| 23.75 | **TERMINATION** |
| 23.76 | The Cardholder may discontinue this facility any time by getting the card hotlisted. However, for the transactions done during the card active period, but posted of the card after the surrender, the Cardholder shall be entirely liable. In case of a dispute on any transaction, Cardholder can notify the Bank and the Bank can raise a chargeback as per regulations of VISA. |
| 23.77 | The Bank shall be entitled to discontinue this facility at any time by cancelling the card by giving 30 days notice and it shall be deemed to have been received by the Cardholder within 30 days of posting to the Cardholder’s address in India, last notified in writing to the Bank. |
| 23.78 | The Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government. |
| 23.79 | **INDEMNITY:** |
| 23.80 | The Cardholder agrees to indemnify the Bank against all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of: |
| 23.80.1 | Negligence/mistake or misconduct of the Cardholder |
| 23.80.2 | Breach or non-compliance of the Rules/Terms and Conditions relating to the card and the account |
| 23.80.3 | Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents |
| 23.80.4 | ATMs/EDC terminals are machines and errors could occur while in operation. You agree to indemnify the Bank for any such machine/mechanical errors/failures |
| 23.80.5 | The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the Exchange Control Regulations of the RBI. |
| 23.81. | **TERMS:** |
| 23.82 | The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms of these Terms and Conditions by signing the card application form acknowledging the receipt of the card in writing, by signing the reverse of the card, by performing a transaction with the card or by usage of the card. |
| 23.83. | The Bank reserves the right to revise policies, features and benefits offered on the card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alteration unless the card is returned to the Bank for cancellation before the date upon which any alteration is to have effect. |
| 23.84 | The Bank may introduce new services from time to time. The existence and availability of the new functions will be notified to the Cardholder as and when they become available. The changed Terms and Conditions applicable to the new services shall be communicated to the Cardholder. By using these new services, the Cardholder agrees to be bound by the Terms and Conditions applicable. |
| 23.85 | These Terms form the contract between the Cardholder and the Bank. By applying for the card and accessing the services the Cardholder acknowledges and accepts these Terms and Conditions. These Terms and Conditions will not be in addition to and not in derogation of the Terms and Conditions relating to any account to the customer. |
| 23.86 | **GOVERNING LAW:** |
| 23.87 | These Terms and Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided through the card shall be governed by laws of the Republic of India and no other nation. The Customer and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the card can be accessed by a customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Card Account of the customer and/or the use of the card. |