

CREDIT_CARD_GENERAL_T&C - CONTENT

CARDHOLDER AGREEMENT & TERMS

1. CARDHOLDER AGREEMENT

This card is issued by SBI Cards and Payment Services Limited (SBICPSL) to the cardholder(s) on the basis of the application submitted and the terms and conditions contained herein. By accepting and using this card, the cardholder agrees to be bound by all terms and conditions stated herein and in any other document issued by SBICPSL from time to time.

The card remains the property of SBICPSL at all times and must be surrendered on demand. The cardholder shall not pledge, mortgage, or encumber the card in any manner. Use of the card is restricted to the cardholder alone and is non-transferable.

The cardholder is solely responsible for all charges incurred on the card, whether authorized or unauthorized, from the date of activation until the date the card is physically blocked by SBICPSL or the cardholder.

2. ACCOUNT OPERATION & SURVIVORSHIP

The card account can be operated in the following modes:

- Singly: By the single primary cardholder
- Jointly: By two or more cardholders with liability joint and several (all cardholders liable for full outstanding)
- With Survivorship Clause:
 - Either or Survivor: Any one cardholder can operate; on death of one, surviving cardholder continues
 - Former or Survivor: Only the primary cardholder operates; on their death, secondary cardholder continues
 - Anyone or Survivor: Any cardholder can operate; on death of any one, surviving cardholder continues

3. ADDITIONAL/ADD-ON CARDHOLDERS

- Add-on cards can be issued to spouse, parents, siblings, and children over 18 years of age at the request and expense of the primary cardholder
- The primary cardholder is fully liable for all charges incurred by add-on cardholders
- Add-on cardholders are jointly and severally liable for all charges on their cards
- The primary cardholder can request cancellation of add-on cards; however, liability for charges incurred prior to cancellation request remains
- Add-on cardholders cannot request changes to card features without primary cardholder's written consent

4. FOREIGN EXCHANGE COMPLIANCE

- The card is valid for use in India and internationally subject to RBI (Reserve Bank of India) Foreign Exchange Management Act (FEMA) guidelines
- The cardholder shall comply with all applicable foreign exchange regulations, including FEMA, at all times
- The card is not valid for foreign exchange payments in Nepal and Bhutan
- International transactions are subject to RBI's permissible use criteria for residents and non-residents
- Foreign currency transactions are converted to Indian Rupees at the applicable exchange rates determined by Visa/Mastercard/RuPay plus applicable service charges and GST
- The cardholder shall not use the card for prohibited foreign exchange transactions, including:
 - Payments in restricted countries
 - Unregulated forex trading
 - Prohibited remittance patterns
 - Round-tripping or money laundering activities
- Any violation of forex regulations may result in:
 - Immediate card suspension
 - Account closure
 - Reporting to regulatory authorities
 - Criminal prosecution in severe cases

5. DISPUTE RESOLUTION & ARBITRATION

5.1 Dispute Redressal Mechanism:

- Cardholders can lodge complaints for transaction disputes, billing errors, or service issues via:
 - SBI Card Helpline: 1860-180-1290
 - Email: cardcare@sbicard.com
 - Website: sbicard.com (Grievance Portal)
 - Social Media: @sbicard (Twitter, Facebook)
 - Physical letter to: SBI Card Customer Service Centre, Bangalore
- SBICPSL will acknowledge complaints within 1 working day
- Resolution timeline: 30 days for standard disputes; 45 days for complex cases
- Cardholder will be notified of resolution status in writing or via email

5.2 RBI Banking Ombudsman:

- If cardholder is dissatisfied with SBICPSL's resolution, they can escalate to the RBI Banking Ombudsman
- Ombudsman complaints must be filed within 3 months of receiving SBICPSL's final response
- RBI Ombudsman charges no fees and provides independent arbitration

5.3 Arbitration Clause:

- Any dispute between the cardholder and SBICPSL, after exhausting the above mechanisms, shall be settled by arbitration under the Arbitration and Conciliation Act, 1996
- Arbitration shall be conducted in Delhi under Indian law
- The arbitration award shall be binding on both parties
- Cardholder cannot pursue legal proceedings in any court once arbitration is initiated

6. DATA PRIVACY & INFORMATION SHARING

6.1 Data Collection & Usage:

- SBICPSL collects personal, financial, and transactional data from cardholders for:
 - Processing card applications
 - Account management & servicing
 - Credit risk assessment
 - Regulatory compliance (KYC/AML)
 - Marketing & promotional offers
 - Fraud prevention & detection
 - Statistical & analytical purposes
- The cardholder's data is collected, used, and disclosed in compliance with:
 - Personal Data Protection Act, 2023 (proposed)
 - Information Technology Act, 2000
 - RBI guidelines on data security
 - SBICPSL's Privacy Policy

6.2 Third-Party Information Sharing:

- SBICPSL may disclose cardholder information to:
 - Regulatory bodies (RBI, SEBI, Income Tax, law enforcement)
 - Credit reference agencies (CIBIL, Equifax, Experian, CRIF High Mark)
 - Co-branded partners (airlines, hotels, marketplaces) for targeted offers
 - Third-party service providers (payment processors, cloud services, collection agencies)

- Debt recovery and legal representatives
- Insurance partners for claims processing
- Card network operators (Visa, Mastercard, RuPay)
- The cardholder hereby authorizes SBICPSL to share information with these entities for the above purposes
- SBICPSL is not liable for unauthorized disclosure by third parties

6.3 Credit Information Exchange:

- Information on card usage, credit behavior, payment history, and defaults are exchanged with credit reference agencies
- This information is used to generate credit scores/bureau reports
- Adverse credit information may impact the cardholder's credit rating, affecting future credit availability
- Cardholders can request their credit bureau report from CIBIL (www.cibil.com) free of charge once per year

6.4 Marketing Communications:

- SBICPSL may send marketing offers, promotional emails, SMS, and direct mail to the cardholder
- Cardholder can opt-out of marketing communications by:
 - SMS: STOP <space> keyword to 9633330000
 - Email: Reply "UNSUBSCRIBE" to promotional emails
 - Phone: 1860-180-1290
 - Website: sbicard.com (Preference Center)
- Upon opting out, SBICPSL allows reasonable time (7-10 days) to stop communications

7. CARD CANCELLATION, CLOSURE & TERMINATION

7.1 Cardholder-Initiated Closure:

- Cardholder can request account closure anytime via phone, email, or written notice
- The cardholder must:
 - Settle all outstanding dues in full (within 30 days of closure request)
 - Return the card, cut diagonally, to SBICPSL
 - Confirm closure once all balances are cleared
- Upon closure:
 - Card services terminate immediately
 - No refund of annual fees, joining fees, or other charges paid

- Pending transactions continue to be posted until statement cutoff
- Cardholder remains liable for all charges incurred prior to closure
- Reinstatement of closed accounts is NOT automatic and is solely at SBICPSL's discretion

7.2 SBICPSL-Initiated Termination:

SBICPSL may terminate/cancel the card account and block the card without notice if:

- Minimum amount due is not paid for 180+ days
- Card is used fraudulently or for prohibited transactions
- Card details are compromised or misused
- Cardholder provides false information in the application
- Cardholder violates any term and condition in this agreement
- Outstanding dues are referred to recovery agents or legal proceedings
- Cardholder is declared insolvent or bankrupt
- SBICPSL receives adverse market information regarding the cardholder
- Cardholder engages in unfair practices or threatens employees
- Upon termination:
 - Full outstanding balance becomes immediately due and payable
 - Card is permanently blocked
 - Card services and benefits are withdrawn immediately
 - Cardholder remains liable for all charges incurred
 - SBICPSL may report to credit bureaus and initiate recovery proceedings

7.3 Account Reinstatement:

- Reinstatement of terminated/closed accounts is not automatic
- Reinstatement is solely at SBICPSL's discretion, subject to:
 - Full settlement of all outstanding dues
 - Written request from cardholder with justification
 - Fresh credit evaluation
 - Updated KYC documents if required
 - Minimum 6-month waiting period
- SBICPSL is under no obligation to reinstate accounts and may refuse without providing reasons

8. LIABILITY LIMITATIONS & CARDHOLDER INDEMNITY

8.1 SBICPSL's Limited Liability:

- SBICPSL is NOT liable for:
 - Denial of credit facility or card approval
 - Denial of authorization for any transaction
 - Merchant's refusal to accept the card
 - Errors or delays in posting transactions (if remedied within 15 days)
 - Service disruptions due to technical failures, natural disasters, or force majeure
 - Unauthorized transactions if PIN/OTP is breached by cardholder negligence
 - Disputes between cardholder and merchants
 - Loss or theft if cardholder failed to report within 24 hours
 - Third-party interference or hacking (if security protocol was followed)
- Maximum liability of SBICPSL in any event is limited to the available credit limit on the card

8.2 Cardholder Indemnity:

- The cardholder hereby indemnifies and holds SBICPSL harmless against:
 - All losses, claims, damages, costs, and expenses arising from card usage
 - Unauthorized transactions due to cardholder's negligence
 - Breaches of confidentiality (PIN, OTP, CVV sharing)
 - Disputes with merchants or third parties
 - Regulatory penalties imposed due to cardholder's violations
 - Recovery proceedings initiated to collect outstanding dues
 - Any legal action related to the card account

8.3 No Liability for Demand/Recovery:

- SBICPSL or its representatives may contact the cardholder's employer, banker, or other sources to obtain/verify information or recover outstanding amounts
- Such contact shall NOT be considered defamation or prejudicial to the cardholder's character
- The cardholder cannot claim damages for such recovery efforts

9. INSOLVENCY, BANKRUPTCY & DEATH

9.1 Insolvency/Bankruptcy:

- If the cardholder is declared insolvent, bankrupt, or enters into debt settlement proceedings:
 - Card account is immediately terminated

- Full outstanding balance becomes immediately due and payable
- SBICPSL may initiate recovery proceedings
- Information is reported to credit bureaus and regulatory authorities
- Cardholder remains liable for all dues, including finance charges

9.2 Death of Cardholder:

- Upon death of the primary cardholder:
 - Full outstanding balance becomes immediately due and payable
 - Card services terminate immediately
 - The primary cardholder's estate is responsible for settling dues
 - SBICPSL may initiate recovery proceedings against the estate
 - Finance charges continue to accrue until full repayment
 - Surviving add-on cardholders' cards are cancelled
- SBICPSL requires:
 - Death certificate and legal succession documents
 - Nomination/executor details
 - Claim for outstanding adjustment if any insurance covers the balance

10. GOVERNING LAW & JURISDICTION

- This agreement shall be governed by and construed in accordance with the laws of India
- The courts in Delhi shall have exclusive jurisdiction over any disputes arising from this agreement
- The cardholder waives any objection to venue or jurisdiction in Delhi courts
- All disputes shall first be escalated through RBI Ombudsman before court proceedings

11. AMENDMENT & VARIATION OF TERMS

- SBICPSL reserves the right to alter, modify, amend, or vary any terms and conditions in this agreement at any time, without notice
- Changes to interest rates, fees, charges, and benefits may be made at SBICPSL's sole discretion
- Cardholders will be notified of material changes via statement, email, SMS, or website notification
- Continued use of the card after notification constitutes acceptance of modified terms
- If cardholder disagrees with changes, they may request account closure

12. ENTIRE AGREEMENT

- This terms and conditions document, along with the application form, MITC booklet, and any other document issued by SBICPSL, constitutes the entire agreement between the cardholder and SBICPSL
- Any prior negotiations, representations, or agreements, whether written or oral, are superseded by this agreement
- No modification of this agreement is valid unless made in writing and signed by authorized officers of both parties

13. REGULATORY COMPLIANCE

- The card account and cardholder agreement are subject to:
 - Reserve Bank of India (RBI) guidelines
 - Credit Information Companies (Regulation) Act, 2005
 - Payment and Settlement Systems Act, 2007
 - Information Technology Act, 2000
 - Personal Data Protection Act, 2023 (once implemented)
 - All applicable laws of India
- SBICPSL and the cardholder shall comply with all regulatory requirements, including:
 - KYC/AML (Anti-Money Laundering) norms
 - Sanctions screening for prohibited entities
 - Forex compliance for international transactions
 - Data security and privacy standards
