# **Terms & Conditions**

# Fi-Federal Co-branded Credit Cards

Want to use this awesome co-branded credit cards issued by Federal Bank & marketed by Fi?

Agreeing to these terms and activating your credit card through the Fi App, implies that you accept these Terms & Conditions below.

The Terms & Conditions (T&Cs) define the relationship between the cardholder (cardholder/you/your/yours/yourself) and Federal Bank (Bank) as the issuer and Fi Brand Private Limited (Fi) as the co-branded partner for the Fi-Federal Co-Branded Credit Cards (Credit Cards/Cards/credit cards). We can only permit you to use the Cards and/or associated services if you agree to these terms. You understand that there are multiple variants of the Credit Cards and these T&Cs apply to all such variants. These T&Cs pertain to the Credit Cards issued by the Bank in association with Fi. The Credit Cards is being issued under a co-branded arrangement between Fi and the Bank, where only marketing and promotion of the Credit Card is being undertaken by Fi. These T&Cs may be amended at any time. These T&Cs are to be read together with the most important terms and conditions for the relevant Credit Card (MITC for Amplifi Credit Card ,MITC for Simplifi Credit Card) and any additional conditions/terms provided by the Bank as issued from time to time.

For better clarity, these terms include the following topic headings:

- 1. Definitions
- 2. Card Services
- 3. Usage of the Card
- 4. Authentication & verification
- 5. Recurring payments
- 6. Cash Withdrawal
- 7. Functions of the Fi App
- 8. Revocation, Breach and Suspension
- 9. Lost, Stolen, or Misused Credit Cards
- 10. Charges & Payments



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- 11. Charges made in Foreign Countries/Currency
- 12. Repayments
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- 15. Arbitration & Dispute Resolution
- 16. Disclosures
- 17. Grievance Redressal
- 18. Simplifi Card/Secured Card Terms and Conditions

### 1. Definitions

- 01. Applicable Charges: These are charges applicable to the cardholder for using the credit card as amended from time to time.
- 02. Applicant: The person who has applied for the credit card.
- 03. Authorised Dealer: A person authorised by the RBI to be known as authorised person to deal in foreign exchange or in foreign securities, as an authorised dealer, money changer or off-shore banking unit or in any other manner.
- 04.Business Days: Days on which Banks are open for business in Mumbai (India), New Delhi (India) and Bengaluru (India).
- 05.*Bank*: Refers to Federal Bank Limited, also, Federal Bank is the issuer of the credit card.
- 06.Card Account: An account in the cardholder's name. It's opened and maintained with the Bank — to use the credit card as per the T&Cs contained herein.
- 07. Card member/cardholder: The individual who has been issued the Credit Card.
- 08.Cash Limit: Denotes the total amount of cash you can withdraw from an ATM using the credit card. The Bank will decide on this limit, and it will form a part of your approved credit limit.



- 09.Credit Limit: It means the maximum amount which can be used by the cardholder while using the Credit Card for a purchase or any other transaction. The Bank will decide the credit limit.
- 10. Equated Monthly Installment (EMI): Facility wherein purchase(s) are made in installments at a rate as communicated at the time of availing the EMI to the cardholder. EMI debited would include the Principal + Interest + applicable taxes
- 11. Fi App: The financial mobile application developed and maintained by Epifi Technologies Private Limited, through which the cardholder can control the features of the credit card provided by the Bank.
- 12. Credit Card (Credit Card/Card/credit card): Represents the co-branded credit card issued by Federal Bank Limited in partnership with Fi, acting as a co-branding partner for the Bank.
- 13. Federal Savings Account: Means the savings bank account operated by the cardholder through the Fi App and maintained, opened and operated with Federal Bank.
- 14. *Merchant*: Any person who owns, manages, or operates the Merchant Establishment, its successors and permitted assigns.
- 15. Merchant Establishment: An establishment which honours the Credit Card. It shall include among others, stores, shops, restaurants, hotels, airlines, mail-order advertisers (whether retailers, distributors or manufacturers), online establishments, and cash advance points like ATMs.
- 16. Minimum Amount Due (MAD): Signifies the minimum amount of money, as a part of the total bill amount, that a cardholder has to pay to not be treated as an overdue bill.
- 17. MITC: The Most Important Terms and Conditions (MITC) are the standard set of conditions for the issuance and usage of credit cards (including associated applicable charges), thereby defining the responsibilities and liabilities of the card-issuer and the cardholder.

  These charges/ conditions are subject to changes at the sole discretion



- of the Bank. However, such changes in charges/ conditions may be made only with the prospective effect after giving prior notice of 30 (thirty) days to the cardholder.
- 18. Payment Due Date: Commonly known as the due date, as communicated through the statement. It means the date every month, on which the payment for charges incurred by using the Credit Card (by the cardholder) falls due.
- 19. RBI: It refers to the Reserve Bank of India.
- 20.Reward/Reward Points: These represent any benefit, gift, Fi-Coins or similar items you may receive for using the Credit Card.
- 21. Statement: The Bank sends the monthly Credit Card account statement to a cardholder setting out the financial liabilities on that date in respect of the account that the cardholder agrees to pay. The same would also be available on the Fi App.
- 22. *Total Amount Due (TAD)*: It means the overall outstanding amount mentioned in the Credit Card statement.
- 23. Digital Credit Card: A digital rendition of the Credit Card that the cardholder can use for online or app-based transactions which would be available on the Fi App.

#### 2. Card Services

- a. The Credit Card is the property of the Bank. The Bank reserves the right to obtain and analyze your credit report from time to time till your Card Account is open with the Bank to ascertain your creditworthiness.
- b. You also consent that the Bank shall have the right to share any information concerning the Credit Card, including any transactions done on the Credit Card with regulatory authorities (as legally required) and the outsourced service providers of the Bank. You further consent to sharing of information (excluding transaction data) amongst parties to these T&Cs to provide you with seamless card services including rewards.



- c. The Credit Card is not transferable, and its usage is subject to the T&Cs mentioned herein and any additional conditions including the most important terms and conditions (MITC), key fact statement (KFS) and any other terms/guidelines issued by the Bank or any regulatory authority from time to time. Please read and familiarize yourself with the same before availing the Credit Card.
- d. The Bank has the discretion to activate the Credit Card subject to completion of KYC (Know Your Customer) norms and other statutory guidelines issued from time to time. The decision to issue and activate the Credit Card is undertaken only by the Bank, and will be communicated to the cardholder via the Fi App.
- e. Once You have received it please sign on the reverse of the Credit Card immediately, if such space is provided.
- f. Bank and its customer care facilities (including those of its outsourced partners) would be available to the cardholder & you would be bound by the T&Cs stipulated by the Bank in this regard.
- g. The Bank holds the right to decline to issue a credit card to an applicant at their sole discretion in accordance with its internal policies.
- h. Once the Credit Card is received by the cardholder, if consent for its activation is not provided by the cardholder for more than 30 (thirty) days from date of issuance, the Bank or any of its outsourced service provider(s) shall inform the cardholder and close the Credit Card in accordance with statutory guidelines.

# 3.Usage of the Card

a. This Credit Card's usage is subject to these T&Cs & also the MITC available here for Amplifi and here for Simplifi Card, which shall be read together with these terms. The cardholder must always be acquainted with these terms and also ensure compliance with the Bank's terms/guidelines issued from time to time.



- b. The Credit Card is valid internationally and can be used for transactions except as prohibited by these T&Cs. Your Credit Card is valid and accepted at all Merchant Establishments that accept the card network of the Credit Card.
- c. The Bank reserves the right to decline the Credit Card on account of regulatory restrictions, technical difficulties and unforeseen circumstances and Bank, or any of its outsourced partner shall, from time to time, communicate such actions of the Bank to the cardholder.
- d. Merchant Establishments have the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever.
- e. You agree to use the Credit Card only for bona fide personal or official purposes and not for any illegal or prohibited transaction or purpose. You understand and agree that the Bank shall prohibit any transactions initiated in relation to cryptocurrency.
- f. Any charge levied by the Merchant Establishment shall be settled with the Merchant Establishment. The Bank or any other outsourced party of the Bank will not be held liable for the same.
- g. You are requested to collect a copy of the charge slips at the time of purchase & to sign the charge slip. The Bank shall not provide copies of the charge slips to the cardholder. However, all relevant details of a transaction will be accessible to you via Fi app.
- h. If billing disputes/discrepancies occur & the cardholder reports it within 30 days of the event: The Bank will investigate and confirm the liability for such transactions. For certain disputes, the Bank may offer temporary credit during the period of investigation, which may be reversed along with applicable charges subject to the investigation's outcome. GST or any applicable taxes levied will not be reversed on any fee/charge or interest dispute.
- i. The Credit Card issued to you is valid worldwide for payments in foreign exchanges except at Merchant Establishments in Nepal and Bhutan.



- j. Using the card in Nepal or Bhutan for foreign exchange payment would breach the Foreign Exchange Management Act, 1999 (FEMA) and other corresponding laws. You accept full responsibility for wrongful use in contravention of these conditions. You undertake and agree to indemnify the Bank and any other outsourced partner of the Bank. You agree to make good any loss, damage, interest, conversion, or any other financial charge that the Bank or any other outsourced partner of the Bank may incur or suffer due to your violations of the provisions thereof.
- k. In compliance with RBI's circular of January 15, 2020, at the time of issue, your credit card shall be enabled for use only at contact based PoS or ATMs (if available) within India. The facility to enable or disable online transactions (domestic and international), and contactless transactions will be provided to You by the Bank in the Fi App.
- I. Do not use your internationally valid Credit Card for the purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets, etc (on the internet or offline).
- m. Authorised Dealers can accept payment by debit to the Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorised Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer — where the reimbursement from the Bank will be received in foreign exchange.
- n. The Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Credit Card — without providing any reason to the cardholder. And will be communicated to you from time to time.
- o. In certain cases, subject to its sole discretion, the Bank or any of its outsourced partners, may require You to contact Customer Care to



- authenticate the transaction before approving it and charging it to the Credit Card account.
- p. If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes (as mentioned above): The Bank may, at its sole discretion, exercise its right to close the concerned Credit Card, thereof and withhold/cancel the Reward Points without any notice to the cardholder.
- q. The Bank has the right to enquire over the phone (or through other means of formal communication) and seek details, information, proof, etc., about Credit Card transactions, patterns of usage, etc. The cardholder is contractually bound to provide the information sought by the Bank from time to time. Non-satisfactory responses or no responses from the cardholder may lead to the blocking/closure of the Credit Card by the Bank.
- r. The terms of conversion of Credit Card transactions into EMI are provided by the Bank. Please go through the terms carefully before availing such facilities. The same will also be indicated in the Statement.

### 4. Authentication and verification

- a. To provide you with a safe and secure environment for transacting on the Fi App, the Bank has provided various authentication measures through which the cardholder can authenticate themselves, such as biometric scan, Fi App Pin etc. on the Fi App.
- b. In order to use your credit card in a secure manner, a credit card PIN will need to be generated by you on Fi App. Credit Card PIN can be changed by you subsequently at any stage. This Card PIN will provide you access to the Card Account. Maintaining confidentiality of the Card PIN is the sole responsibility of the cardholder, accordingly, You should not share the Card PIN with any third party or store it in a way where a third party can access it.
- c. The Bank is authorized by You to carry out transactions and instructions authenticated by the Card PIN/OTP and shall not revoke the same. The



Bank is under no obligation to verify the authenticity of a transaction instruction sent or purported to have been sent from Your Fi App/Card other than by means of verification of Your Card PIN/OTP. If You fail to observe the security requirements, You may incur liability towards the Bank.

- d. You agree not to hold the Bank or any of its outsourced partners liable in case of improper/ fraudulent/ unauthorised/ duplicate/ erroneous use of the Credit Card or the Card PIN. You will also be responsible and shall indemnify the Bank or any of its outsourced partners against any liability, costs, or damages arising from such misuse/ use by third parties based upon or relating to such access and use.
- e. Transactions on your Credit Card can be authenticated by the following methods:
  - i. When transacting online
    - 1. Via 16 digit card number, CVV and OTP to registered mobile number and email address
    - 2. VISA Safe Click/ One-Click process defined by VISA (this service is provided to You by VISA and is subject to VISA's terms and conditions)
  - ii. When transacting offline
    - 1. for contactless tap to pay transactions the card itself would be sufficient for transactions up to INR 5,000/-.
    - 2. for swipe at POS terminals & for ATM usage card PIN would be required.
  - iii. NFC payments via apps that support it upto INR 5,000 where authentication is determined by respective apps

# **5. Recurring Payments**

a. If You add Your Credit Card for recurring payments such as subscriptions, You would need to authenticate the first transaction. As



- per your mandate, the subsequent transactions will be authenticated based on the first transaction/verification.
- b. If you want to change the subscription plan at any time, you need to visit the Merchant app/website directly.
- c. Please note that the subscriptions/recurring payments arrangement is strictly subject to conditions set forth by the RBI, which may be amended from time to time. The conditions have been mentioned below for Your reference:
  - i. The maximum permissible limit for subscriptions/recurring payments is Rs. 15,000 (Indian Rupees Fifteen Thousand). When registering for the payments described above, You can set a fixed rupee value or a variable range within the Rs. 15,000 (Indian Rupees Fifteen Thousand) limit. It will be charged to your Credit Card for the validity period of the subscriptions/recurring payments arrangement.
  - ii. You will be given a pre-transaction notification at least 24 (twenty-four) hours before the amount is charged to your Credit Card. You will need to share a preferred mode of communication when registering for this kind of payment arrangement.
  - iii. You will receive the pre-transaction notification on that preferred mode of communication.
  - iv. This pre-transaction notification will contain the merchant's name, transaction amount, date/time the Credit Card will be charged, and reference number of the transaction. It will also cite a reason for the charge which You will provide when registering the subscription/recurring payment arrangement.
  - v. Upon receiving the pre-transaction notification, You can opt-out of paying for that transaction. If You choose to opt-out, the action must be authenticated using one of the authentication methods above.
  - vi. On receiving an intimation for an opt-out from You, the Bank shall ensure that the particular transaction is not affected and the subsequent recurring transactions are not affected.



- vii. You shall, at your sole discretion, have the option to withdraw/revoke this subscription/recurring payments arrangement at the respective merchant's app/website.
- viii. Any withdrawal/revocation from these subscriptions/recurring payments shall result in the Bank not processing subsequent transactions for that particular arrangement.
- ix. You will not be required to pay any charge/levy for availing this facility.

## 6. Cash Withdrawal

- a. Cash advance/cash withdrawal facility may or may not be available for the Credit Card at the Bank's discretion. Please check MITC for more information on cash withdrawal/cash advance facility on your credit card.
- b. The Cash Limit is a part of the overall Credit Limit assigned to You the availability of the same will be decided on a case to case basis.
- c. Transaction fees, interest rates and any other charges associated with cash withdrawal shall be communicated to You before the service is enabled on the Credit Card.

# 7. Functions of the Fi App

- a. You can control the Credit Card from the Fi App and perform actions such as:
  - -Activating your Credit Card
  - -Set the Credit Card's PIN
  - -Contact customer support
  - -Make Credit Card bill payments
  - -Set card limits, etc.
- b. In addition to the physical Credit Card, you will also be provided with a digital copy of the Credit Card. You can use this digital Credit Card for online or mobile application-based transactions or purchases.



## 8. Revocation, Breach and Suspension

#### a. Breach

i. Notwithstanding any other provision of these T&Cs, you will remain liable for any loss: directly/indirectly, damage, cost or expense — resulting from a breach of these T&Cs. In case of a breach the cardholder will be liable to pay any outstanding amounts, whether due and payable at the date of such demand or not.

## b. Termination

- You can close your Card Account at any time by reaching out to the customer support team at 080-47485490 and email at help@fi.care.
- ii. In case of closure, the entire Card Account's outstanding dues and loans / EMI facilities linked to your Credit Card will immediately become due and payable. Your Card Account will be closed only once the Bank receives the payment of all amounts due and outstanding in respect of your Card Account.
- iii. In case of the termination of your Credit Card, to avoid misuse, you would also need to deface it by cutting off the top-right corner of your Credit Card. This cut should ensure that both the hologram and magnetic stripe have been cut (not applicable to the digital Card available on Fi App).
- iv. Any refund/reversal received after the Credit Card closure will be intimated to you and refunded electronically to the Federal Savings Account opened via Fi app; in the event you do not have a Federal Savings Account on the Fi App, the amount shall be refunded to you in the account as provided by you on the Fi App for the purposes of crediting such refund.
- v. Please note that any termination/revocation of your Credit Card membership, for any reason whatsoever, shall not affect your



- liability for all charges incurred by you for the use of the Credit Card.
- vi. In case of death of the cardholder, the Credit Card will be terminated after the settlement of outstanding dues.
- vii. You also agree and acknowledge that once your Card Account is closed, the privileges (including but not limited to all benefits, services accrued, reward points, etc.) of your Credit Card will be extinguished and stand nullified.

## c. Revocation and closure of Credit Card

- i. The Bank retains the right to revoke or cancel your Card membership at any time without prior notice, which may be communicated through Fi App if the Bank considers it necessary for business or security reasons, including but not limited to:
  - Delayed or dishonoured payments, improper use of the Credit Card, which would violate RBI and Foreign Exchange rules;
  - -Misleading or incorrect information/ documents given along with your Credit Card application, including a failure to furnish information or documents as required under the Know Your Customer (KYC)/ Anti-Money Laundering (AML)/ Combating the Financing of Terrorism (CFT) guidelines and similar guidelines;
  - -Involvement in any civil litigation or criminal offence/ proceedings by any authority, a court of law or professional body or association;
  - -Due to changes in the credit policy due to prevailing conditions/unforeseen circumstances.
- ii. If you fail to use the Credit Card for a period more than 1 (one) year from the date of issuance, the Bank will undertake its closure after intimating you in accordance with statutory guidelines. Any credit balance available will be transferred to your Federal Savings Account opened via Fi app after adjustment of dues owed by you. In the event you do not have a Federal Savings Account on the Fi App, the amount shall be refunded to you in the account as provided by you on the Fi App for the purposes of crediting such refund.



## d. Suspension

i. You understand and acknowledge that if you are a Federal Savings Account holder through Fi app and in case your Federal Savings Account opened via Fi app is suspended / closed / blocked, your Credit Card shall similarly remain suspended for such period / closed in accordance with the terms and conditions prescribed by the Bank in this regard.

## 9. Lost, Stolen, or Misused Credit Cards

- a. If the Credit Card is lost/stolen or the PIN has been compromised, it must be reported immediately to the Bank. The cardholder can report this immediately from the Fi App, call customer care at 080-47485490 or email at help@fi.care. The cardholder can also temporarily freeze the Credit Card from the Fi App while/before you report the Credit Card lost/stolen.
- b. Additionally, filing a First Information Report (FIR) with your local police station regarding a lost/stolen Card is advisable. Once filed, the FIR can be shared with the Bank or any of its outsourced service providers when requested.
- c. Once a cardholder has reported loss/theft/damage of their Credit Card, they shall not be liable for any transaction(s) done on the Credit Card post the reporting.
- d. In case of any dispute relating to the time of reporting such loss/theft/damage, the Bank reserves the right to ascertain the time or the authenticity of the disputed transactions.
- e. Note: You will be liable for all losses owing to any misuse that happened with your consent/knowledge before informing the Bank about your lost Credit Card/phone.
- f. You agree that once a Credit Card gets reported as lost/stolen/damaged, it cannot be used again. This also applies to scenarios where



- the Credit Card gets subsequently found, or the cardholder receives a replacement/new Credit Card.
- g. Additionally, if the cardholder believes that the Credit Card has been compromised they can reset the Credit Card's PIN from the Fi App.
- h. The liability of the cardholder and/or the Bank in such cases shall be governed by the terms of the RBI Notification on Customer Protection Limiting Liability of Customers in Unauthorised Electronic Banking Transactions, or any amendments/substitutions thereof.

## 10. Charges & Payments

- a. Some charges payable by you on the payment date (as per the billing cycle, all shown in the Fi App):
  - -The outstanding amount relating to any purchase of goods/services or a cash withdrawal
  - -Any fees, as mentioned in the MITC of the relevant Card
  - -Service charges may be levied on specific types of transactions as decided by the Bank from time to time
  - -From time to time, the Government or other authority in respect of or in connection with the Credit Card may levy Goods and Services Tax (GST), any statutory tax, and other taxes (of any description whatsoever) Interest rate on credit
  - -Late payment charges
- b. Delayed or Amended Charges:
  - -A Merchant may process delayed/amended charges if you have consented to be liable for delayed/amended charges for a hotel, car rental company, cruise line, or any other transactions
  - -Delayed/amended charges shall be processed to the Card Account within 90 (ninety) calendar days of the related transaction's date
- c. Transactions at Fuel Stations: When you use the Credit Card to pay for fuel, You will be levied a surcharge. The fuel transaction surcharge is levied by the acquirer (merchant's bank providing terminal / payment gateway). The rate of surcharge may vary depending on the fuel station



and their acquiring bank. The surcharge is levied by the acquiring bank providing the terminal to the Merchant. The value on charge slip will differ from the Card statement since the Surcharge and GST is levied by the acquiring bank post-transaction.

- d. You shall become liable to pay as soon as a charge has been incurred using the Credit Card. If there's a previous outstanding amount, interest would also be levied on those amounts.
- e. Charges are computed on an average daily balance method & will be levied from either of these dates:
  - -For charges from purchasing goods/services: From the date of inclusion in the records as authorized by the Bank
  - -For charges from cash withdrawal. From the date of cash withdrawal up to the payment receipt date as authorized by the Bank
- f. When you get your statement on your email id or Fi App, You can choose to pay the Total Amount Due (TAD) or the Minimum Amount Due (MAD) as per your statement. The remaining balance can get carried forward to subsequent months.
- g. Minimum amount due is calculated as 5% of Total Amount Due + EMI debits for the month + any over limit spends + all applicable, unpaid charges and fees including interest charges + GST
- h. Making only the minimum payment every month results in the repayment stretching over months with consequential compounded interest payment on your outstanding balance.
- i. You can also pay an amount between the MAD and the TAD.
- j. To avoid Late Payment Charges, You should make all the payments before the Payment Due Date.
- k. Interest free credit periods, if any, shall remain suspended for the period there are outstanding amounts.
- In case you dispute the Statement provided to you, you may contact us for an explanation / supporting documents in relation to the Statement



within 30 (thirty) days of receipt of the Statement. Any continuing dispute shall be dealt with in accordance with the dispute resolution clause of these T&Cs. As the Bank may not follow a standard billing cycle for the Credit Cards issued, you may opt to modify the billing cycle in accordance with the provisions made by the Bank.

- m. You can pay outstanding dues on your credit card via the following methods:
  - Send money from your Federal Bank savings account opened via Fi app
  - Use third party applications that allow repayment for the credit card
  - Any other modes of credit card repayment provided on the Fi app
- n. Any payments received from you against the amounts specified in a particular statement shall be adjusted towards such dues in the following order:
  - -Billed cash advance (including interest, fees & taxes)
  - -Billed purchases (including interest, fees & taxes)
  - -Unbilled cash advance (including interest, fees & taxes)
  - -Unbilled purchases (including interest, fees & taxes)

Within the above, the adjustment order shall be Taxes, Fees, Interest, and Purchases.

- o. The above order of appropriation may be modified by the Bank at its discretion and shall be as communicated to you by the Bank or any of its outsourced service providers, from time to time. Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the immediate next Statement(s) to be generated, and no interest will be paid on such excess amounts.
- p. Any credit amount arising out of a refund, failed, reversed or other similar transaction before the due date of payment for which payment has not been made by the cardholder shall be adjusted against the payment due and notified to the cardholder by the Bank.



- q. If the adjustment of credit is greater than 1% (one percent) of the Credit Limit or INR 5,000 (Indian Rupees Five Thousand), whichever is lower your explicit consent shall be sought. If your consent is not received within 7 (seven) days, the transaction shall be reversed to your Federal Savings Account opened via Fi app in accordance with statutory guidelines. In the event you do not have a Federal Savings Account on the Fi App, the amount shall be refunded to you in the account as provided by you on the Fi App for the purposes of crediting such refund.
- r. Each cardholder is assigned a Credit Limit, which must not be exceeded at any time. However, if the total outstanding amount exceeds the Credit Limit (as permitted by the Bank), an additional charge will be levied on the excess amount, as specified in the MITC
- s. The cardholder can request a review of the total Credit Limit on the Fi App or the Bank may from time-to-time offer an increase in credit limit at their sole discretion. Any increase in the Total Credit Limit assigned, shall be put in effect after obtaining consent from the cardholder.
- t. This recommendation/offer and its associated terms will be available for your consideration before accepting it. Once you read, agree, and consent to all T&Cs, the Bank will enhance the Credit Limit on your Credit Card. The increased Credit Limit shall be visible on the Fi app.
- u. Your acceptance of the Credit Limit increase recommendation/offer received through electronic means inside the Fi App, where you specifically validate the limit increase & agree to the terms, will be treated as your valid and informed consent.
- v. In case of any dispute arising later on account of a Credit Limit increase
  Bank or any of its outsourced partners will keep the digital records of such consent and treat it as proof of consent.
- w. Bank will review your account periodically. It also reserves the right to recommend decreasing your Credit Limit based on your transaction patterns, repayment behaviour, and other internal criteria. You will be informed of this via the Fi App, email, or SMS.



- x. The Bank (by itself or through any of its outsourced partners) reserves the right to initiate legal proceedings against you, in case: payment instruction given by the cardholder towards payment of Credit Card dues is not honoured
  - \*In the above scenario, the Bank will levy a fee at its sole discretion or temporarily disable/permanently cancel the Card.
- y. You will also be liable to pay the late payment charges or any other charges as may be decided by the Bank and communicated by the Bank or any of its outsourced service providers from time to time. The late payment charges including the method of calculation shall be reflected in the Statements.
- z. All changes in charges will be communicated to you and will have prospective effect. If such changes are not acceptable to you, you may choose to surrender your Credit Card in accordance with these T&Cs.

# 11. Charges made in Foreign Countries/Currency

- a. In the event of overseas Credit Card usage the cardholder declares that they shall only utilise the Credit Card issued to them while strictly adhering to the relevant exchange control regulations (issued and as amended by RBI from time to time).
- b. If the cardholder exceeds their entitlements per the exchange control guidelines of RBI, they agree to report it immediately to the Bank or any of its outsourced service providers.
- c. Regarding passport endorsement: If the cardholder's passport is required to be endorsed for any overseas charges incurred (as stipulated by RBI) the onus of getting the passport endorsed shall lie entirely on the cardholder.
- d. Suppose a cardholder fails to comply with the prevailing exchange control guidelines issued by RBI. In such cases, they shall be liable for any action under the Foreign Exchange Management Act (1999), as amended from time to time. It shall also lead to the cardholder getting



- debarred from the Credit Card facility either at the Bank's insistence or by RBI.
- e. Suppose the cardholder exceeds foreign exchange entitlements as prescribed by RBI guidelines issued from time to time. In that case, the Bank or any of its outsourced service providers shall be under no liability for any loss or damage arising directly/indirectly out of an overseas charge decline. It is also applicable if the Bank or Fi becomes aware of exceeded entitlements.
- f. All transactions made in foreign currencies will be converted into Indian Rupees and shown in your statement. The conversion will occur when the payment gets settled with the Bank which may not be the exact date on which the transaction occurred.
- g. If the transaction is not in US Dollars (USD): First, the charged amount gets converted into USD. Next, it's converted from the USD amount into Indian Rupees (INR) at the rate provided by the network on the settlement date. On this amount, a forex markup fee may be levied (as specified in the MITC of the relevant Card), in addition the applicable taxes, such as tax collection at source (TCS) would also be levied as per the prevailing tax rate.
- h. A forex markup fee may also be levied if an Indian Rupee (INR) transaction is done at a merchant/payment gateway based out of India.

# 12. Repayments

a. All cardholders members will get billed (as per the billing cycle) for all charges — incurred by using the Credit Card and as applicable to the Card Account. The Bank shall endeavour that there's no delay in providing the billed statement to you. The same bill will be made available to you on the Fi App. Furthermore, you will receive the billed statement every month through your registered e-mail ID. The exact date will depend on the billing cycle of each customer and can be seen in the Fi app at any time.



- b. A standard billing cycle is not used for all Credit Cards issued. In order to provide flexibility to cardholders, cardholders shall be provided a one-time option to modify the billing cycle of the Credit Card as per their convenience at the time of onboarding or at a later date as prescribed by the Bank.
- c. Minimum amount due is calculated as 5% of Total Amount Due + EMI debits for the month + any over limit spends + all applicable, unpaid charges and fees including interest charges + GST.
- d. In the event the cardholder deposits part of the Total Payment Due or the MAD (not less than the MAD under any circumstance), the balance outstanding amount payable shall be carried forward to subsequent Statements. This amount will attract interest charges until the date of full and final payment. Please note that paying only the Minimum Amount Due every month will result in the repayment stretching over a long period with consequent interest payment on Card Member's outstanding balance.
- e. You agree that if You fail to make the payment when it's due, the Bank shall, without prejudice, exercise all or any of its rights & remedies available to it in these terms, the MITC, or applicable laws.
- f. Suppose you do not pay at least the MAD 3 (three) days beyond the Payment Due Date. In that case, the Bank will tag your Credit Card as 'delinquent' within its report to RBI-authorised Credit Information Companies (CICs).
- g. Non-payment of the MAD may also lead to the discontinuation of your Credit Card services. The process for blocking the Credit Card, dedicated helpline as well as the SMS numbers, shall be adequately publicized and will be included in the billing statements.
- h. Once a report reaches the Credit Information Companies (CICs), it cannot be withdrawn by anyone. However, if You settle dues, the Bank will share this information with the Credit Information Companies (CICs) in the subsequent month.



- i. In the event of a default, you will be sent reminders by post, telephone, email, and SMS to settle any outstanding dues. If the Bank or any of its outsourced service providers receive no response from you via regular channels third parties may be engaged to remind, follow up, and collect dues.
- j. Any third party appointed shall adhere fully to the code of conduct on debt collection as provided by the statutorily.
- k. A payment reminder message may be left with your spouse/parent/other direct adult family member/secretary /accountant/other colleagues, as available, at your residence/office or on your phone.
- I. No charges shall be levied on transactions disputed as 'fraud' by the cardholder until the dispute is resolved
- m. Billing Disputes Resolution: In the event the cardholder disagrees with the charges indicated in the statement, it should be communicated to the Bank or any of its outsourced service providers by calling Customer Care on 080-47485490 or email us at help@fi.care within 30 days of receipt of the statement, failing which it would be construed that all charges indicated in the statement are accepted by you.

# 13. Exclusion of Liability

- a. The Bank and any of its outsourced service providers shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of:
  - -Any defect in any goods or services supplied;
  - -Refusal by any person/Merchant Establishment to honour or accept the Credit Card;
  - -Malfunction of any computer terminal;
  - -Providing transaction instruction to any person other than by a cardholder;
  - -Cardholder handing over the Credit Card to anybody other than the Bank or any of its outsourced service providers.



- -Bank exercising its right to demand & procure the surrender of the Credit Card (before its expiry date);
- -Bank's right to terminate any Credit Card & Card Account;
- -Any injury to the credit character & reputation of the cardholder member alleged to have been caused by the repossession of the Credit Card/ any request for its return/ the refusal of any Merchant Establishment/ mail-order establishment to honour or accept the Card;
- -Any misstatement, misrepresentation, error, or omission in any details disclosed to the Bank or any of its outsourced service providers.
- b. From time to time, to ensure settlement of outstanding dues, the Bank or any of its outsourced service provider or a person acting on behalf of Bank or any of its outsourced service providers may contact the cardholder. The cardholder agrees and acknowledges that such a demand/claim for settlement of outstanding dues shall not amount to an act of defamation or be prejudicial to or reflect upon the character of the cardholder member in any manner.
- c. In no event shall any of the outsourced service providers of the Bank or any of their subsidiaries or affiliates be liable to You or any person for any indirect, special, consequential or other damages whatsoever based on contract, tort, negligence, strict liability or otherwise (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use the Credit Card.
- d. You acknowledge that the facility of receiving alerts on the registered mobile phone number or email you provide while applying for the Credit Card depends on the: infrastructure, connectivity and services provided by service providers engaged by the Bank.

#### 14. Rewards & Benefits

a. Credit Card provides an exciting rewards programme to its users. To avail the rewards, You would need to agree to Rewards specific terms



- and conditions mentioned in the MITC of the relevant Card (MITC for Amplifi and MITC for Simplifi) of the credit card that you are taking in addition to the general Terms and Conditions mentioned herein.
- b. The Rewards construct and all associated terms & conditions have been mentioned in the MITC of the relevant Credit Card and on the website of Fi App. The Rewards are provided by the Bank in association with its outsourced service provider (Fi). The outsourced service provider would be handling the Rewards offerings and management on behalf of the Bank.

## 15. Arbitration & Dispute Resolution

- a. Any payment-related requisition received from a Merchant Establishment by the Bank or any of its outsourced service providers shall be conclusive proof that the cardholder properly incurred the charge. Unless the Card is lost, stolen, or misused under unusual (aka fraudulent) circumstances and the same gets reported & proved (as provided above).
- b. Several aspects may act as conclusive evidence of the liability incurred by the cardholder: Authentication of the transaction via Credit Card PIN, any charge slip with the cardholder's signature, Fi App PIN, One-Time-Password (OTP) sent on their registered mobile number or the use of Visa Safe Click/One-Click process defined by card network.
- c. If the cardholder disagrees with a charge indicated in the Card Statement, please notify the Bank or any of its authorised service providers within 30 (thirty) days of receiving the report. Failing this, we assume that all charges indicated in the statement are in order.
- d. All disputes, differences, claims, as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, of a sole arbitrator to be nominated by the Bank or any of its outsourced service providers involved in the dispute.



- e. In the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Bank or any of its outsourced service provider involved in the dispute may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award, and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Bengaluru.
- f. Without prejudice to the above: The Bank may, at its sole discretion, issue a notice for initiating conciliation proceedings for the settlement of the above-mentioned disputes in the cases where the cardholder has defaulted in the payment of the dues for more than 60 (sixty) days.
- g. Any dispute or claim regarding the merchandise or service must be resolved by You directly with the Merchant Establishment. The existence of the claim or dispute shall not relieve You of your obligation to pay all the charges to the Bank, and You agree to pay such charges promptly.
- h. All disputes are subject to the exclusive jurisdiction of the competent courts in Bengaluru, India, and shall be governed by the laws of India. Any arbitration proceeding hereunder shall be conducted on a confidential basis. Once initiated, each party shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings.

#### 16. Disclosures

- a. As per the applicable regulations, the Bank will share specific credit information with RBI-authorised CICs (Credit Information Companies).
- b. This credit info includes (but isn't limited to) your current balance, loans or EMIs linked to your Credit Card, the outstanding balance on your Credit Card/loan & payment history.
- c. The Credit Card allocated to you is a co-branded card issued by the Bank — where Fi is only involved in managing the promotion & marketing-related activities. The Bank retains ultimate control over areas like issuance, lending, management, and all other Credit Card aspects.



- d. Bank maintains the Credit Card account and Bank's outsourced service providers will be required to provide particulars of the Credit Card account to all statutory authorities and the Bank, as needed.
- e. Any change in these Terms (amendment) shall be communicated to you, one month prior to the date of their implementation. You will be provided notice of such amendments. If you do not withdraw your use of our Services within 30 (thirty) days of the amendment, You will be deemed to have accepted these T&Cs.
- f. There is a revenue sharing agreement between Federal Bank and Fi Brand in lieu of promotion/ marketing activities of the Credit Card undertaken by Fi Brand on behalf of the Bank.

## 17. Grievance Redressal

- a. The Bank shall ensure that all cash backs, discounts and other offers advertised by the Bank, if any, are delivered to the cardholder on time. The card holder may approach the Bank for any disputes in this regard.
- b. In case of any grievances in relation to the Credit Card, the Card holder can contact the grievance redressal officer designated by the Bank. The details of such grievance redressal officers can be found <a href="here">here</a>.
- c. All grievances shall be redressed by the Bank in accordance with its grievance redressal framework and the escalation matrix prescribed thereunder.
- d. To reach out to L1 customer support for the Credit Card, you can use the following channels:
  - Call at 080-47485490
  - Chat in the Fi app
  - Email at help@fi.care
- e. In case of a grievance, you can get them addressed using the following channels:
  - To escalate support for a request, write to: ccescalations@fi.care
  - Further, you can reach out to Nodal officer at:
     ccnodalofficer@fi.care



- f. You can also reach out to Bank's Nodal officer at: <a href="mailto:support@federalbank.co.in">support@federalbank.co.in</a>
- g. In case your issue has not been satisfactorily resolved after reaching out to the above mentioned team, other Bank Grievance redressal channels are available at: <a href="https://www.federalbank.co.in/grievance-redressal">https://www.federalbank.co.in/grievance-redressal</a>
- h. If the issue remains unresolved even after reaching out to the above channels, or if the response is unsatisfactory, you may write to the Banking Ombudsman for an independent review. Details of the Banking Ombudsman Scheme are available on the Reserve Bank of India (RBI) website

# 18. SIMPLIFI CARD/ SECURED CREDIT CARD TERMS AND CONDITIONS

a. These terms and conditions ("Simplifi Credit Card Terms") apply to and regulate the Simplifi Secured Credit Card ("Simplifi Card") issued by The Federal Bank Ltd. (Bank) against a fixed deposit in a co-branded partnership with Fi Brand Private Limited (Fi Brand) and are in addition to and not in derogation of the Credit Card T&C, MITC, KFS, governing Fi-Federal Co-branded Credit Card and terms and conditions governing Bank's Fixed Deposit (collectively referred to as the "Primary Terms and Conditions"). These Terms and Conditions are to be read together with the Fi-Federal Co-branded credit card Terms & Conditions (above), Simplifi Secured Credit Card Most Important Terms and Conditions (MITC) and any additional conditions/terms provided by the Bank as issued from time to time. In case of any inconsistency between these Simplifi Credit Card Terms and Primary Terms and Conditions, the Simplifi Credit Card Terms shall prevail to the extent of such inconsistency. All capitalized terms used herein but not defined shall have the same meaning as specified under Primary Terms and Conditions. It shall be deemed that you have accepted the below Terms and Conditions.



- b. Eligibility: In order to be eligible for and to avail the Simplifi Card, you shall be required to create and maintain a fixed deposit of an amount as may be decided by the Bank (or its outsourced service providers) through the Fi App. You agree that the fixed deposit shall be created with the Bank using the Fi App only. Only one Credit Card either secured or otherwise shall be issued at any given point to an applicant.
- c. Credit Limit: The Credit Limit on the Simplifi Card shall be 90% of the Fixed Deposit. You agree that any Credit Limit granted shall always be subject to change at the sole discretion of the Bank (either by itself or through its outsourced service providers) from time to time and shall be communicated to you through such mode and manner as deemed fit by the Bank (or its outsourced service providers).
- d. Fixed Deposit: You shall be required to create the fixed deposit in the manner as may be required on the Fi App and execute/agree to relevant documents as may be required by the Bank (or its outsourced service provider). The fixed deposits created shall be for a minimum period of 6 months and shall be opened in auto renewal mode. By applying for the Simplifi Card and agreeing to the Simplifi Card Card Terms contained herein, you hereby give your consent for the fixed deposit to be auto-renewed at the end of every expiry period. You agree that once the Simplifi Card is issued, you shall not have the right to make any part withdrawals from the fixed deposit.
- e. In the event of cancellation and/or blocking of the Simplifi Card by you/Bank (or its outsourced service providers) the fixed deposit linked to the Simplifi Card shall continue in accordance with the mandates provided by you at the time of opening the fixed deposit. In case of cancellation however, Bank's lien on the fixed deposit in relation to the Simplifi Card shall be removed.
- f. The prevailing rate of interest applicable at the time of auto-renewal of the fixed deposit shall be applicable on the linked fixed deposit amount. Till such time as you continue to use Simplifi Card, you agree that you shall not close/withdraw the fixed deposit. You further agree and understand that if you specifically provide instructions to not



auto-renew the fixed deposit, it shall result in discontinuance/cancellation of the Simplifi Card and the liquidation of the fixed deposit by the Bank to recover any outstanding dues.

- g. Lien on Fixed Deposit: In addition to the Bank's right of general lien and set-off, the Bank shall mark a lien on the fixed deposit amount deposited by you, including interest earned by you to secure the whole of the outstanding balance on the Simplifi Card Account, along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Simplifi Card account during the usage of the Simplifi Card. You hereby consent to such lien being marked in favour of the Bank on the fixed deposit created by you under these Simplifi Credit Card Terms. In the event that you have an existing fixed deposit with the Bank, the same will not be linked with the Simplifi Card account. The Simplifi Card shall be issued, activated and be available for use by you only once the lien has been marked on the fixed deposit created by you.
- h. Liquidation of Fixed Deposit: In the event of termination/ withdrawal/ cancellation of the Simplifi Card or if you fail to pay the amount outstanding on the Simplifi Card within sixty (60) days from the due date as mentioned in the Simplifi Card Statement, or in case of termination of the fixed deposit upon your demise, the Bank shall be entitled to forthwith liquidate the entire fixed deposit amount including the interest accrued and set-off such amount against the outstanding amount payable to Bank in respect of the Simplifi Card including any pre-closure charges applicable for premature withdrawal of the fixed deposit. The pre-closure fee is 1% of the interest rate. For instance, if you were to gain 4% p.a. interest, then you would get 3% interest, if the FD is closed before selected tenure. The pre-closure fee is also linked to the tenure, no pre-closure charges apply for FDs with tenure of up to 14 days.
- i. Any balance remaining after the above referred deduction shall be refunded to you in the Federal Bank Savings Account accessible through Fi. Any pending outstanding dues will have to be paid immediately. You hereby declare and agree that these terms shall



apply to your successors, nominees and heirs and you declare on their behalf that they shall not raise any claims against the Bank (or any of its outsourced service providers) for recovery of outstanding dues from the fixed deposit.

Version 2.0 | Documentation last updated on: 20th Nov 2023

