

# Debit card

## User Guide

### Terms & conditions



**new india co-operative bank ltd**  
(SCHEDULED BANK)

# Welcome to Debit Card Banking from New India Co-operative Bank Ltd.

Now, you don't need to wait in queues to access your cash. Welcome to Debit Card Banking from New India Co-operative Bank Ltd. Our Bank Debit Card offers you a new hassle-free lifestyle. Now you can withdraw cash anytime, anywhere from ATM's of your bank or any other bank; do cashless shopping at POS terminals and access your bank account from anywhere in the world! It also enables you to find your account balance and make payments.

New India Bank brings you new age banking with a world of convenience. We hope you enjoy using your debit card and look forward to your continued patronage.

Thank you,  
Yours Truly.

For New India Co-operative Bank Ltd.

# **INDEX**

<b>Item</b>	<b>Page No.</b>
1. Your Debit Card	3
2. Safety Tips for using NICB Card	5
3. Using Debit Card	7
4. Other Benefits of owning a Debit Card from NICB	8
5. Debit Card - Terms and Conditions	9

# YOUR DEBIT CARD



The card surface will contain the following details.

## Front Panel

The front panel will feature your card number, along with your name, the name of the card the logo of the bank and the date and month of expiry of the card.

## Card Number:

Each NICB Card will have a unique 16 digit card number allotted by the Bank. Please mention this number in all your communication with the bank.

## Your Name:

You are the only person authorised to use your card. Please ensure that your name has been correctly printed.

## Valid From - Expires End (mm/yy):

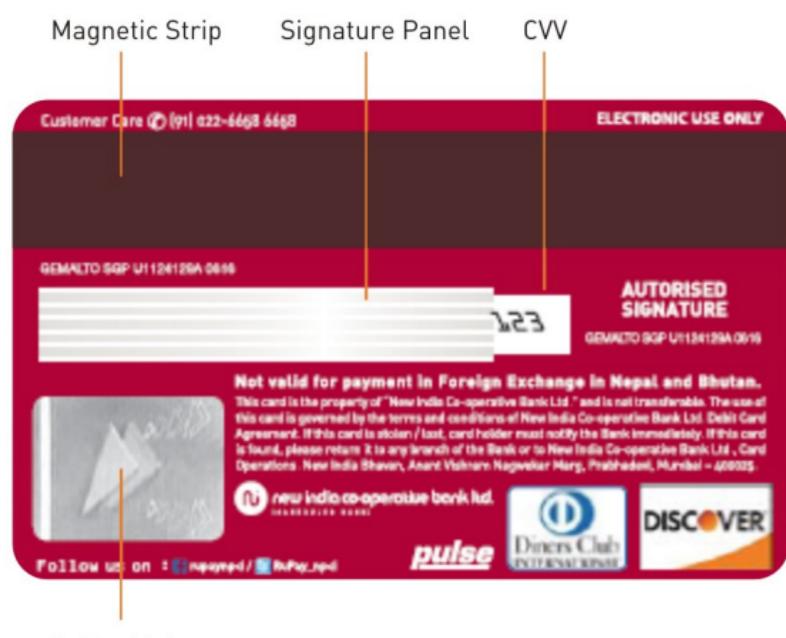
Your Debit Card expires on the last day of the month of the year indicated on the Debit Card.

## RuPay Logo:

All shops and merchant establishments worldwide, displaying this logo will accept your Debit Card.

## Chip:

The embedded Chip provides the latest in security features. The Chip protects your card from fraudulent usage – especially counterfeiting and skimming card frauds.



RuPay Hologram

## Back Panel

### Magnetic Strip :

The magnetic strip stores important information related to your Debit card. Please take adequate precautions to avoid scratches on the magnetic strip. Keep your debit card away from strong magnetic fields as it can damage your card.

### Signature Panel :

Please affix your signature on this panel immediately on receipt of your Debit card. Preferably use a ball point pen with black ink. Your signature should be the same that you use to sign charge slips at merchant outlets.

### RuPay Hologram :

All shops and merchant establishments worldwide, displaying this logo will accept your Debit Card.

### Card Verification Value (CVV) :

A Security feature for 'Card not present' transactions (i.e. Internet transaction).

## **Safety tips to keep in mind while using your Debit card.**

Protect yourself from unauthorised transactions or any inconvenience by following these simple security measures.

- Take care of your Debit Card as you take care of your cash. Never leave it unattended.
- You are the only person entitled to use your Debit Card.

Never surrender it to anyone but a designated Bank Officer at a NICB Branch. Even then, hand it over only after cutting it into several pieces through the magnetic strip & chip.

- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN number after memorising it. It is also recommended that you change the PIN to a number of your choice as soon as possible and at regular intervals (at least once in three months thereafter).
- If you suspect fraud on your Debit Card or it has been lost or stolen, please call Customer Care representatives immediately and report the loss.
- In case you need your Debit Card re-issued or terminated, please send a written request to the NICB branch where you have your account. When your card is expired or when you close your account or on expiry of your card destroy the Debit Card by cutting the magnetic strip & chip into several pieces.
- Never sign an incomplete sales slip and ensure that the Debit Card is always used in your presence.
- Don't use your Debit Card at shops or business establishments that do not have an electronic POS swipe terminal.
- NICB Debit card can be used for shopping online at websites where RuPay cards are accepted. Your online transactions are secured by 3-D Secure technology, which is an added layer of security for online Debit Card transactions.
- In case of any changes in your contact numbers or your mailing address, please inform NICB in writing immediately.

## **Using your card at Merchant Establishments**

- You can make payment with your Debit Cards at Merchant Establishments with RuPay Logo. The Merchant should have an electronic card swiping Point-Of-Sale (POS) terminal.

- The merchant will swipe/dip the Debit Card in the POS terminal and enters the amount.
- You will need to enter your ATM PIN on the POS machine.
- Don't share your PIN with the merchant.
- Charge slip is generated from the terminal.
- Check the amount on charge slip and sign it. Your signature should match with the NICB Debit Card.
- The merchant verifies and return the Debit Card and customer copy of charge slip.
- NICB accepts no responsibility for refusal of any Merchant Establishment to honor the Debit Card.
- NICB accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the account.

### **Things you must ensure :**

- Your Debit Card should be returned to you.
- Make sure that the merchant does not note down your card number or CVV numbers on the bills or vouchers.
- Store receipts from all your card purchases for verification in case of any dispute.
- Destroy Debit Card receipts into small pieces before disposing them.

## **Using the card**

### **In India**

Your NICB Debit Card is easy to use and is valid in India and all around the world. It functions exactly as a credit card with the only difference being, that when you spend on your debit card, the amount of the transaction is directly debited to your bank account. It is a direct payment that requires no repayment to the card company, as it is directly linked to your account.

### **Abroad**

Though the Debit Card is valid all over the world, it is not valid for making payment in Foreign Exchange in Nepal and Bhutan. All the purchases and cash withdrawals on your Debit Card in other countries must be made in strict accordance with the prevailing Exchange Control Regulations of the Reserve Bank of India.

### **Safe practices while using ATMs**

- Avoid using the ATM if you perceive suspicious people in the vicinity, especially late in the night.
- Carefully enter your PIN, within 15 seconds after inserting the card.
- As a security measure, when you exceed three attempts with a wrong PIN, your card will automatically be blocked for further usage and will be re-activated after 24 hours.
- Do not openly display the money you have collected from the ATM.
- Remember to take and keep your transaction receipts safe. Scrutinise the transaction slip to ensure there are no discrepancies. Any dispute regarding the transaction can be verified and suitable action can be taken only if the transaction slip is produced at the bank within a reasonable period of time.

### **Tasks you can accomplish at any NICB ATM in India:**

- Cash Withdrawal.
- Mini statement [last 5 transactions].
- Balance Inquiry.
- PIN Change.

### **Please Note :**

All cash withdrawals at NICB ATMs within India are free of cost. You can also withdraw cash or make a balance enquiry at RuPay ATM's of other banks in India or abroad.

Please see attached tariff for charges for transaction / balance enquiry done on other Bank's ATM.

## **Other Benefits of Owning a Debit card from NICB**

### **Phone Banking/Customer Service**

Call NICB Customer Care at (022)6658 6658 to make any queries related to your Debit Card.

### **Additional Cards**

Joint account holders can have additional cards issued provided that their operational instructions are “anyone or survivor”. Each extra card will attract annual fees.

### **Zero Lost Card Liability**

In case your Debit Card is stolen or lost, your liability ceases from the moment you report the loss to NICB in India (Call our customer service representatives in India to report the loss). This intimation will also have to be given in writing to NICB at the earliest possible instance. Please confirm the loss in writing to The Manager, NICB, Corporate Office, Mumbai 400025.

Card holders are advised to file a police report for the lost/stolen card. A copy of this complaint should be given to NICB to enable the bank to process the claim. The bank will organise a replacement of your Debit Card as soon as written instructions are received. In case you recover your Debit card after you have reported its loss, do not attempt to use it. Instead, destroy the Debit card by cutting it into several pieces.

# **Debit card Terms and Conditions**

**The Terms and Conditions for use of the Debit Card issued on savings or current accounts held by individuals are as specified in this document and as amended by the Bank from time to time. The Account holder(s) shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card application form, or acknowledging receipt of the Card, in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or after 45 days have elapsed since the Card was dispatched to the address on record. The Account holder(s) will also continue to remain bound by the Terms and Conditions of operation of your Current/Savings accounts with NICB.**

## **Definitions**

- 1 "NICB" means the branches in India of THE NEW INDIA CO-OPERATIVE BANK LIMITED, incorporated under the Multi State Co-operative Societies Act, 2002 having its registered office at New India Bhavan, Anant Vishram Nagwekar Marg, Babasaheb Worlikar Chowk, Prabhadevi, Mumbai 400 025. ("NICB" or "the Bank" includes its successors and assignees).
- 2 "Debit card" means, as appropriate, the internationally valid Debit card issued by NICB to a Card holder.
- 3 "Card holder" refers to a person to whom a Debit card has been issued by NICB on an Account held with NICB. The Card holder should be either the sole Account holder or in case of joint accounts, the sole signatory or authorized to act alone.
- 4 "Account holder" refers to the individual(s) who hold(s) an Account with NICB, whether in the sole capacity or as a joint holder.
- 5 "Account(s)" refers to the savings or current accounts held by individuals and that have been designated by NICB to be eligible for the valid operation of the Debit card.
- 6 "ATM" refers to automated teller machines.
- 7 "Statement" means a periodic statement of account/s sent by NICB to an Account holder setting out the transactions (including Debit card transactions) carried out in the Account during the given period and the balance in such

Account. It may also include any other information that NICB may deem fit to include.

- 8 "Transaction" means any permissible instruction given by a Card holder using the Debit Card directly or indirectly, to NICB to effect permissible actions in relation to the Account (examples of Transactions would be cash withdrawals, payments at POS etc.)
- 9 "Merchant Establishments" shall mean establishments wherever located which honour the Debit card and shall include amongst others: stores, shops, restaurants, airline organisations etc. advertised by NICB or RuPay International.
- 10 "EDC" refers to electronic point-of-sale swipe terminals that permit the debiting of the demand deposit accounts for purchase transactions at merchant establishments.
- 11 "Primary Account" shall mean, in case of multiple accounts linked to the Debit Card, the account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit card are debited.
- 12 "International Transactions" refers to all Transactions effected by the Card holder from NICB outside of India, Nepal and Bhutan.

Use of terms "you", "your", "him" or similar pronouns shall, where the context so admit, mean the Account holder or Card holder, as applicable. All references in the masculine gender will also include the feminine gender.

## **Issue of Debit Card**

- 1 The issue and use of the Debit Card shall be subject to RBI regulations as also NICB's terms and conditions, in force from time to time.
- 2 The Debit Card and the related PIN will be issued in the name of the Card holder, who will be responsible to keep the said Debit Card under his/her custody.
- 3 The Card holder shall be responsible for all transactions effected by the use of the Debit Card, whether or not the transactions were/are authorized by the Card holder, and shall indemnify the Bank for the loss or damage caused by any unauthorized use of the Debit Card or related PIN including any penal action arising on account of violation of any RBI guidelines or the Foreign Exchange Management Act, 1999 or any other law, rules and regulations for the time being in force. In case of joint accounts, all account holders, jointly and severally, shall indemnify the Bank, as above, against all actions, losses, claims and

consequences arising out of the usage of the Debit Card, the safety of the PIN and the transaction/s effected using the Debit Card. In case of such joint accounts, all account holders shall be deemed to be jointly and severally responsible and liable for all duties, responsibilities and liabilities cast upon the Card holder.

- 4 The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit Card. The card holder shall maintain sufficient funds in the account to meet any transactions. The card holder shall not be entitled to overdraw the account with the Bank or withdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the Bank.

### **Card holder obligations and card validity**

- 1 The card holder must sign the Debit Card immediately upon receipt. The card holder must not permit any other person to use it and should safeguard the Debit Card from misuse by retaining the Debit Card under his/her personal control at all times.
- 2 The Personal Identification Number (PIN) issued to the card holder for use with the Debit Card or any numbers chosen by the card holder as a PIN, are for the use of the card holder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise.
- 3 The Debit Card is valid up to the last day of the month/year indicated. The card holder undertakes to destroy the Debit Card when it expires by cutting it into several pieces. The renewed Debit Card shall be sent to the Card holder before the expiry of the Debit Card at the discretion of NICB, upon evaluation of the conduct of the account. NICB reserves the sole right of renewing the Debit Card on expiry.

## **ATM usage**

- 1 The Debit Card is accepted at the NICB Group ATMs and ATMs of other banks worldwide, which are members of the RuPay ATM network.
- 2 The Bank may, at its discretion, withdraw temporarily or terminate the ATM funds transfer facility and all funds transfer facility for all types of transactions. The bank also reserves the right to change the maximum per day limit for funds transfer through the ATM.
- 3 Cash withdrawals performed by the card holder at the NICB / RuPay ATMs in countries other than India will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at RuPay ATMs in India will also be subject to a fee and will be debited to the Account at the time of posting the cash withdrawals.
- 4 Cash withdrawals, at an NICB ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by NICB. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the card holder.
- 5 The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. NICB shall not be liable if these services are withdrawn without notice thereof.

## **Merchant Establishment Usage**

- 1 The Debit Card is for Electronic Use Only and will be accepted only at Merchant Establishments which have an electronic point-of-sale swipe terminal. Any usage of the card for purchases at merchant establishments other than through an electronic POS swipe terminal will be deemed unauthorized and the card holder shall be responsible for such transactions.
- 2 Whenever the Debit Card is used to make payments at merchant establishments, the card holder must sign the sales slip and retain the card holder copy. Copies of the sales slip may be furnished by NICB at an additional charge. A sales slip with the signature of the card holder together with the Debit Card number noted thereon shall be conclusive evidence between NICB and the card holder as to the extent of liability incurred by the card holder. NICB shall not be required to ensure that the Card holder has received/availed the goods/service to his/her satisfaction. Any sales slip not personally signed by the card holder but which can be proven as being authorised by the card holder will also be deemed to be the card holder's liability.

- 3 The Debit Card is accepted at all electronic merchant establishments in India and overseas which display the RuPay logo. NICB does not accept any responsibility for any dealings the merchant establishment may have with the card holder, including but not limited to the supply of goods and services. NICB makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to card holder. NICB will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

Should the Card holder have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve the Card holder from any obligations to NICB. NICB may however assist the Card holder wherever possible. For this, the Card holder should inform NICB of the complaint immediately along with any supporting documents.

- 4 The Card holder will be liable for 'all costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.
- 5 NICB accepts no responsibility for refusal of any merchant establishment to honour the Debit Card.
- 6 NICB accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account with the transaction amount.
- 7 A purchase and a subsequent credit for cancellation of goods/services like air/rail tickets are two separate transactions. The refund will only be credited to the account (less cancellation charges) as and when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of refund, the card holder should notify NICB along with a copy of the credit note from the merchant establishment.

## International usage

- 1 Use of the Debit Card must be in strict accordance with the Foreign Exchange Management Act, 1999 and any rules/regulations there under (hereinafter referred to as "FEMA"). In the event of any failure to comply with the same, the account holder(s) will be liable jointly and severally for action under the FEMA and may be debarred from holding the Debit Card issued by NICB either at the instance of NICB or the Reserve Bank of India (RBI). The account holder(s) shall jointly and severally indemnify and hold harmless NICB from and against any/all consequences arising from the account holder not complying with the provisions of FEMA.

- 2 The Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- 3 NICB shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction, on account of the card holder having exceeded the foreign exchange entitlements as prescribed by the RBI from time to time, on NICB becoming aware of such excess.
4. The Card holder undertakes not to use the Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations (including FEMA).
- 5 In case of Transactions effected in foreign currency using the Debit Card, the card holder should promptly contact the Bank and complete all necessary documentation, as required under FEMA. Necessary RBI approvals should be sought through NICB before usage of the Debit Card in excess of the item-wise limits prescribed under FEMA. NICB reserves the right to report to RBI any contravention of these requirements.

## Fees

- 1 Annual fees for the Debit Card will be debited to the primary account on issuance/renewal as per the prevailing tariff. These fees are not refundable.
- 2 Transaction fees / other Debit Card charges will be posted to the account from time to time, as per the prevailing tariff.
- 3 All charges in foreign currency will be billed to the account in Indian Rupees. The card holder hereby authorises NICB and RuPay to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rate as NICB may from time to time designate.

## Disclosure of information

- 1 When requested by NICB, the card holder shall provide any information, records or certificates relating to any matters that NICB deems necessary for issuance of the Debit Card, maintenance thereof, execution of transactions using the Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. The card holder authorises NICB to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, NICB may at its discretion refuse renewal of the Debit Card or terminate the Debit Card forthwith.

- 2 NICB 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.
- 3 NICB reserves the right to disclose, in strict confidence, to other institutions, such information concerning the account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network, or as the Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Debit Card.
- 4 NICB may assign any activities to any third party at its sole discretion and provide details of the account to such third party agencies, for the purpose of back office processing and other activities outsourced as per RBI guidelines. In this connection, the account holder(s) understands that the Bank needs to and so authorises the Bank to, process, share, store or transmit information about the account holder, the account and/or the transaction(s), within the NICB group or with any institution or agent or third party used by the Bank. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the NICB group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Debit Card facility. The account holder(s) and the Bank shall comply with all applicable data protection laws. The account holder(s) confirm(s) that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions, in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The account holder further agrees to indemnify and hold us harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- 5 From time to time, NICB communicates various features / products / promotional offers which offer significant benefits to its customers and may use the services of third party agencies to do so.
- 6 NICB reserves the right to report to the RBI, any foreign currency withdrawals/payments effected using the Debit Card.

## **Lost or stolen card**

- 1 The loss or theft of the Debit Card should be reported to NICB immediately. Although loss or theft may be reported by any means, the card holder must confirm the same in writing to NICB as soon as possible. A copy of the acknowledged police complaint regarding such loss/theft must accompany the written confirmation.
- 2 If transactions at merchant establishments are, received by NICB after the Debit Card has been lost or stolen but before receipt of written intimation thereof by NICB, the card holder shall be liable for all such amounts debited to the account.
- 3 Liability of transactions at merchant establishments, effected on a lost Debit Card after the loss is reported in writing in accordance with clause 1 of this section, will be zero provided it can be proven that reasonable care and diligence was undertaken in safekeeping the lost Debit Card, the loss/theft promptly reported and that the Card holder acted in good faith (this feature hereinafter referred to as 'Zero Lost Card Liability'). However, no such Zero Lost Card Liability will be applicable on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to card holder.
- 4 The card holder hereby indemnifies NICB fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Debit Card in the event that it is lost and not reported to NICB in accordance with clause 1 of this section, or lost and misused before NICB is informed in accordance with clause 1 of this section.
- 5 Provided the card holder complies in all respects with the applicable terms and conditions, a replacement Debit Card may be issued at the sole discretion of NICB at the applicable fee. The Bank will debit the account with any cost incurred in issuing the replacement Debit Card.
- 6 Should the card holder subsequently recover the Debit Card, it must not be used. The Debit Card should be destroyed by cutting it into several pieces through the magnetic strip & chip.

## **Statements and records**

- 1 The records of Debit Card transactions will be available on the Statement. The account holder can also get a verbal or written record of his/her transactions at any time by calling the NICB phone banking/Customer Service centres or utilising the mini-statement facility at NICB ATMs.

- 2 NICB's record of transactions processed by the use of the Debit card shall be conclusive and binding for all purposes.
- 3 The account holder will inform NICB in writing within fifteen (15) days from the statement date of any irregularities or discrepancies that exist in the transaction details on the statement. If no such notice is received during this time, NICB will assume the correctness of both the transactions and the statement.
- 4 NICB shall make bonafide and reasonable efforts to resolve an aggrieved account holder's disagreement with a transaction indicated in the statement or as otherwise determined by the account holder(s), within two months of receipt of notice of disagreement. If after such effort, NICB determines that the transaction is a valid one, the same shall be communicated to the account holder(s).

## Termination

- 1 NICB reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 2 In the event that the account holder decides to close the account with NICB, the Debit Card issued on such account would automatically stand cancelled. The card holder must immediately cease to use the Debit card and destroy and return the Debit Card linked to such account. In case of any outstanding transactions, that have not yet been debited to the account, the same will be netted off from the balance prior to NICB returning the funds to the account holder.
- 3 In the event that the card holder decides to terminate the use of the Debit Card, the card holder shall give NICB not less than 7 days' prior notice in writing and forthwith return to NICB, the Debit Card, cut into several pieces through the magnetic strip, and obtain a valid receipt thereof. Such termination shall be deemed a termination of the Debit Card facility accorded by the Bank to the card holder.
- 4 The Debit Card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The card holder should ensure that the identity of the Bank officer is established before handing over the Debit card.
- 5 NICB shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned upon the occurrence of any of the following events:
  - i Failure to comply with the terms and conditions herein set forth.
  - ii An event of default under any agreement or

commitment (contingent or otherwise) entered into with NICB.

- iii The account holder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv Demise of the card holder.
- v Closure of the account or failure to maintain the minimum average balance in the account.

## General

- 1 The account holder(s) will promptly notify NICB in writing of any change in address and contact numbers.
- 2 The Bank reserves the right to add, to delete and/or vary any of these Terms and Conditions and such changed Terms and Conditions will be displayed on the NICB website and a copy of the same available on request. Use of the Debit Card after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the card holder of such change. If the card holder does not accept any such change, the Debit Card must be returned to the Bank prior to the date upon which such change comes into effect.
- 3 Any notice hereunder sent by post will be deemed to have been received by the card holder within 7 days from the posting of the notification to the address last given to NICB in writing. Publication of changes by such means as NICB may consider appropriate will constitute effective notice to the card holder thereof.
- 4 If a card holder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by NICB, the card holder will pay NICB promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by NICB. However this should not be construed as an agreement, either expressed or implied that NICB is bound to grant any overdraft facility whatsoever.
- 5 The Bank will not be liable for any failure to provide any service or to perform any obligation there under where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- 6 Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts or in connection with the use of Debit Card, the Bank may, in its absolute discretion and without any

liability, decline authorization for any transaction and in that event, the Bank will, to the extent possible, inform the card holder as soon as possible.

- 7 NICB shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue/use/loss of the Debit Card and related PIN, howsoever caused.

The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, NICB's terms and conditions, as may be in force from time to time. All authorisations and powers conferred on the Bank are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, irrespective of whether any other Court may have concurrent jurisdiction in the matter.



net banking: [www.newindiabank.in](http://www.newindiabank.in)  
Customer Care : (022) 6658 6658