

**TERMS & CONDITIONS**

**Important: Please make sure you have read these Debit Card terms and conditions carefully before using the IndusInd Bank ('Bank') Debit Card. By using the Debit Card you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, Foreign Exchange Management Act 1999 ("FEMA"), all the rules and regulations framed under the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your Savings Bank Account/Current Accounts with the Bank.**

**Definitions:**

**"Card" or "Debit Card"**, refers to the IndusInd Bank Master Card/Visa/RuPay Debit Card issued by the IndusInd Bank to a Cardholder.

**"Cardholder"**, refers to a customer of an IndusInd Bank to whom an IndusInd Bank Debit Card is issued.

**"Account(s)"** refers to the Cardholders savings or current accounts that have been designated by IndusInd Bank to the eligible account(s) for the valid operation of the Debit Card.

**"ATM"** refers to Automated Teller Machine in India or overseas, whether of IndusInd Bank or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account(s) held with IndusInd Bank.

**"PIN"** means the Personal Identification Number (required to access ATM) allocated to the Cardholder by IndusInd Bank, chosen by him from time to time.

**1. Debit Card eligibility & Relationship with Cardholder**

The issue and use of the card shall be subject to the rules and regulations in force from time to time as issued by the RBI, FEMA and the Bank. The Bank provides International Debit Card / Chip Debit Card facility to its savings & current account holders (subject to permissible mode of operations). No Frills account holders though are eligible for domestic Debit Cards (non-chip variant). The Debit Card / Chip Debit Card issued by the Bank can be used for shopping at select merchant shops, for online shopping & payments, paying utility bills, investing through SIP or withdrawal of cash.

These cards are issued only upon the request of the customer via multiple online and offline/ physical channels which can be self or assisted models, face to face or phone based models.

The relationship between the Bank and the card holder is contractual & acceptance/usage of Debit cards is deemed acceptance of the terms & conditions governing the usage of debit cards.

The Debit Card / Chip Debit Card issued to the customer is the property of the Bank and the Bank reserves the right to:

- Include new benefits/ exclude some existing benefits from the card at any point of time. The Bank will strive to inform the customer through any existing channel at the address/number/email id registered against the account of the customer
- Terminate/ discontinue the card assigned to the customer, in view of RBI guidelines, with prior intimation to the customer
- Basis customer's consent, provide replacement card to the customer against any stolen/misplaced card reported. Such replacement card attracts charges as indicated under the Schedule of Charges

The category and the fees for the Debit Card / Chip Debit Card will be governed by the type of the account to which card is linked and shall be subject to change at sole discretion of the Bank. The features & benefits will be governed by the type of the card and the conduct of the account. Customer will need to visit the Bank website or contact the Bank through other valid mode of communications, including but not limited to Branch, Contact Center, and Card Letters, to obtain more details on each of the Debit Card / Chip Debit Card type, its features, benefits and eligibility criteria. The Debit Card is not transferrable or assignable by the cardholder under any circumstances.

**2. Terms of Usage****a) Transaction Eligibility & Limits**

The card is valid for usage in India (domestic & international cards) and abroad (only international cards). The card is not valid for foreign exchange transaction in India, Nepal & Bhutan. The card is accepted at any ATM or any Visa/Visa electron/Visa flag merchant outlet in India/ abroad. Any transaction at the merchant POS will need to be authorized using the Card PIN and completed once the slip is generated by the POS terminal. Customer will need to sign the sales slip generated by the POS terminal at the merchant outlet. The Bank is not liable for any issues with the goods/ services provided by the merchant outlet (not limited to defects, delay in delivery, poor quality) and any such dispute should be settled between the merchant and the customer.

The Bank reserves the right to limit the minimum/maximum amount, which may be transacted per day by the use of the Card and any such limits, would be subject to the availability of balance in the Account. Similarly, daily minimum/ maximum transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different Banks' networks, country to country and from time to time. The Bank would not be responsible for any loss or inconvenience that the Customer may suffer due to lack of uniformity in these limits for transactions through different ATMs / networks.

The Bank reserves the right to deny any transaction which does not fall under the authorized list of transactions for the type of account and the Debit Card / Chip Debit Card provided to the customer or in case the limits as applicable to the card are breached. International Debit Card / Chip Debit Card can be used only for permissible current account transaction as governed by FEMA rules, 1999, additionally any such transaction should also comply with the rules & regulations stipulated by RBI or the Government of India from time to time and the customer will be liable for any penalty/ action that may arise out of non-compliance to the above rules/ regulations.

Under the Liberalized Remittance Scheme (LRS), for resident Individuals, it is mandatory to provide permanent account number ('PAN') for every remittance transaction under the LRS, failing which the Bank the facility of international transaction on Debit Card will be discontinued.

Any use of ATM / POS facility beyond permitted limits and/ or in conflict with or in violation of, the rules and regulations as applicable in India and/ or as applicable in the country where the Card may be used shall be to the sole risk, liability and responsibility of the Customer and the Bank shall not be/ held responsible or liable for such action or act of commission or omission, that may have been committed, knowingly or otherwise.

The customer is responsible to ensure that sufficient balance is always available in his account with the Bank especially prior to withdrawal of cash from ATM, doing any transaction through Debit Card / Chip Debit Card either at Merchant POS or online or any other available mode of transaction. The Bank will not be held responsible if any customer induced transaction is not honored by the Bank due to lack of sufficient balance.

The Debit cards can also be used to identify and authenticate customers on various Non-personal channels such as ATMs, Net Banking, Mobile Banking, Chat bot, Voice based channel, IVR and other Non-Branch Digital (NBD) channels. Registration for OTP (one time password), Registration on Net Banking are some such functionalities.

#### **b) Deliverables**

The Bank will send through separate couriers (or any other mode of delivery) the Debit Card / Chip Debit Card and the PIN to the customer. Customer should verify that the courier received is not in torn/open/mutilated condition. In case of receipt of the courier package in torn/mutilated/open condition, customer should immediately inform the Bank either by visiting the nearest branch/ through phone Banking.

Customers should note that the password for debit / ATM cards are not sent along with the welcome kit and will reach customer through another mailer. On receipt of Debit Card / Chip Debit Card, customer should sign the same for easy identification of customer at POS outlets. Customer notes that any loss financially or otherwise with respect to the use / possession of the card is the sole responsibility of self and Bank shall not be held liable under any circumstances.

The Bank may send deliverables (e.g. ATM/ Debit Card / Chip Debit Card/ PIN Mailer), important notifications and other relevant items at the customer's mailing address/email/mobile number as maintained in the Bank's records. Hence customer will need to promptly notify the Bank of any change of mailing address/email address/mobile number. The Bank will not be liable for any loss/damage/ inconvenience that may be caused to the customer due to loss/ damage/ failure/ wrong delivery of such items due to the non-intimation of change in mailing address by the customer.

#### **c) Card Security**

The Bank as per RBI mandate issues Chip enabled Debit Cards. These cards offer greater security by storing & processing information in a secure manner. This advanced technology is more effective in preventing the card from being copied to produce counterfeit cards.

The debit card may be issued to the customers that can be used for transactions using second factor authentication, as necessitated basis market, regulatory and the Bank's own business imperatives, and may be of the nature of a PIN, one time password, or any other secured means deemed fit by the Bank under regulatory ambit.

PIN is provided to the customer as a mechanism for customer authentication during any initiation of any transaction through Debit Card / Chip Debit Card. PIN is sent to the customer in a sealed envelope and the customer can change the PIN, using IndusInd Website, ATM or through phone-Banking. One time passwords (OTP) for e-commerce transaction authentication, are sent to registered mobile number of the customer.

The Bank undertakes to advise the customers regarding the care being exercised by the Bank while issuing PINs/ OTP. The Bank also confirms that the Pins/ or any other related data is not shared with anyone except the cardholder himself.

The customer authorizes the Bank to carry out any transactions that have been authenticated using the PIN / OTP and the Bank has no liability/ obligation to authenticate the transaction initiated through the customer Debit Card / Chip Debit Card using the correct PIN.

#### **Safe-keep of Debit Card / Chip Debit Cards**

Customers should note that Debit Card / Chip Debit Card and its credentials, including & not limited to PIN, OTP, Card information & login credentials, phone Banking credentials and all other facilities are tools to perform financial transactions to the account held with the Bank. Customer shall be solely responsible for the safe-keeping and the confidentiality of those mentioned above and all other credentials to services provided in future. Customers should not disclose these credentials to anyone under any circumstances.

The deliverables are dispatched to customers either along with welcome kit or through independent mailers subsequent to dispatch of welcome kit. Customers should note that the deliverables are only sent to customer's correspondence address that has been duly verified as part of KYC norms and registered with the Bank.

The Bank in its thirst to provide utmost security discourages customers to claim passwords/PINs through physical mails. Due to this, customers are provided option to generate PIN online / through ATM after providing certain personal details. However, if customer requires physical PIN mailers to be sent, Bank shall not be responsible for any fraud / misuse arising

thereafter. On receipt of Debit Card / Chip Debit Card, customer should sign the same for easy identification of customer at POS outlets. Initial passwords/PINs should be changed immediately.

Customers should ensure that the Debit Card / Chip Debit Card details, PIN details, OTP are known only to the Card holder and Card holder should not divulged/ disclosed to anyone under any circumstance and shall take required care to keep the PIN/OTP as confidential. In the event of Account closure/ Card Surrender- Customers should not handover the Debit Card / Chip Debit Card to any person other than designated Bank official within the Bank branch premise.

Customer is liable to ensure safekeeping of the Debit Card / Chip Debit Card and the PIN. Customer should ensure that the PIN is not seen by anyone else while being entered into an ATM/ POS.

The customer is advised to take care of the card at all times including guidance to ensure that the PIN and the card are kept separately so that any compromise to the either does not lead to a fraud on the customer account using the debit card. The customer is also advised to memorize the PIN and not to retain the PIN stationary, thereby ensuring protection of the customer's account.

The cardholder is under an obligation to take all appropriate steps to keep the card safe and not to record the PIN or code, in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly.

**d) Transaction Notification & other Communication**

SMS and email alerts are sent to the customers for transactions done using debit card as per regulatory guidelines. Bank may also enable these alerts through WhatsApp and other digital channels. In addition, other notifications/ communication pertaining to debit card may be sent to the registered mobile number & email id of the customer, as available in the Bank records. Bank will not be liable for any loss/damage/ inconvenience that may be caused to the customer due to loss/ damage/ failure/ wrong delivery of such items due to the non- intimation of change in Email ID/ Mobile number by the customer.

The customer can use the phone Banking option or the Bank's internet/ Mobile Banking to get history of the transactions done on the Debit Card / Chip Debit Card. Customer should also ensure that any errors/ irregularities in the statement are reported within 15 days. The Bank will assume the statement to be factually correct if there is no revert by the customer within 15 days.

**e) Card Loss/ Fraud**

Customer is advised to notify the Bank in case any of the following events occur:-

- a. Loss or theft of the card or knowledge of skimming or copying of card data
- b. Knowledge about a un-authorized transaction on the customer account

The customer will need to immediately inform the Bank (either through phone Banking/ visiting nearest branch/ any other valid communication channel) to report any such instance.

The following channels are available to the customer for card servicing related reasons:-

- i. Branches: The cardholder can walk into any Bank branch to lodge a complaint or request for hot listing a lost/stolen card.
- ii. Contact Center: Bank has a 24x7 Call center with both Toll Free and Toll Numbers. The customer may call the Bank anytime during the day or night and lodge a complaint or request here. Online Hot listing of lost / stolen card is also available here.
- iii. IndusNet/ Indus Mobile: Customers can use digital channels to block their Debit Card, apply for replacement cards, manage transaction limits, etc.
- iv. SMS Service: Customers can use SMS services to block Debit Cards

The Bank will not be liable for any fraudulent transaction/misuse of the card arising out of misplacement of the card/ card falling into wrong hands/ misuse of stolen cards prior to being reported as stolen/ lost by the customer.

In case the customer informs the Bank regarding Loss, Theft or capture of his Debit card a fresh card is issued (with charges, as applicable) by the Bank and sent to the registered address of the customer.

**f) Termination**

Customer can also request the Bank in writing to terminate the Debit Card / Chip Debit Card. Customer will be liable to clear out any dues pending against the Debit Card / Chip Debit Card as of the time of receipt of termination request from the customer by the Bank. The Bank reserves the right to set off any pending dues against any credit available in the customer account.

Customer should destroy the Debit Card / Chip Debit Card by cutting it into two pieces across the magnetic strip and Chip on surrendering/ termination/ hot listing of the card.

In the event of Account closure, the customer shall return ATM/ Debit Card / Chip Debit Card to the Bank. The Bank will not be responsible for any loss sustained by the customer on account of loss of such instruments.

If the customer closes his/her Bank account due to any reasons the card is deactivated. The customer is advised to destroy the card immediately

**g) Validity**

The card is valid till the last working day of the month indicated on the card as the expiry month. The Card is valid for the

period defined on face of the Card. The Bank may extend the validity of the existing Card or replace the same, at its sole discretion and at such fees and charges as may be decided by the Bank at its sole discretion, from time to time.

#### h) Features & Fee:

- Fee:

Use of the Card at any ATM/ POS/ other devices may entail a service charge and/or transaction fee and or processing and/or conversion fee being levied on the relevant Account. Any charges/fees/conversions charges levied for transactions on the Card shall be debited to the relevant Account and the Customer shall be solely liable and responsible for payment of the same.

Fees/ charges for Debit Card / Chip Debit Card issuance/ usage / replacement/ hot-listing etc are as per the details available under the Schedule of Charges available on website.

- Rewards Program

Indus Money is a unique customer reward program for the customers holding Debit Card / Chip Debit Cards of the Bank. Under this program, customers can avail either cash back benefit or accumulate reward points which can be redeemed later based on the type of the Debit Card / Chip Debit Card held by the customer.

Not all transactions carried out by the customer are eligible for benefit under the Indus Money program. Customers need to verify the list of eligible transactions either from the Bank's website or by contacting the Bank using the phone Banking, visiting any branch in person or by any other valid mode of communication. Customers shall ensure that average quarterly balance as required for the particular account type is maintained in the account else he will not be eligible for cash back/ reward points (as applicable) under the Indus Money program.

Reward point earned through the Indus Money program can be redeemed as per the Banks reward redemption policy. Customers can redeem reward points only after accumulating a threshold number of reward points.

The Bank will take the final decision and that will be binding on the customer in case of any disputes/ discrepancy arising with respect to accumulation / redemption of reward points, eligibility of cash back/ amount of cash back or time of cash back being deposited to customer account.

The reward programs and other promotional activities are time bound and may be discontinued at any time by the Bank without prior intimation to customer.

- Insurance:

The Debit card may come with an inbuilt insurance cover (Complimentary/ Priced) for the customer basis the card type. The insurance covers may include lost card liability, purchase protection, Personal accidental death insurance, air accident insurance, Card Protection Insurance, Mobile Protection insurance, Online Fraud Protection insurance etc. The Customers are entitled to claim Insurance benefits only after complying with the applicable terms and conditions as specified ,for claiming the Insurance Cover benefit. The insurance amount varies depending on the card type, account etc. held by the client . The Bank reserves the right to change the terms and conditions of this insurance from time to time at its discretion. These terms & conditions are available on the Bank Website along with the Claim & Documentation Process. In the event of a Claim where Nominee details are required such as Personal accident death, air accident insurance etc., Nominee details of "Individual Clients" only, as available on Current or Savings account linked to the Debit card, will be used for the purpose of Claiming Insurance benefits. In case Nominee details are not available with Savings or Current Account , Legal Heirs of the "Individual client" as ascertained by documentation & due process as required by the Insurance Company can initiate the claim. For Non - Individual CASA Clients like Firm , Companies etc. where nominee details are not available, Insurance cover on Debit Card which require Nominee Details are not applicable. The availability of the insurance is included along with other information in every statement. **The information shall also include the details regarding the insurance cover, name/address and telephone number of the Insurance Company which will handle the claims relating to the insurance cover.**

- Add-on Cards

Based on the product features, customers are entitled for add-on Debit Card / Chip Debit Cards for the existing savings account. The usage of these add-on cards is the sole liability and responsibility of the customer and Bank provides this feature only as option.

- i) Sharing of Information/Disclosure

The customer by accepting & using the Bank Debit Card gives the Bank the right to share/disclose customer account/ personal information/ transaction information as available with the Bank with any entity which has the right to access such information which may include but may not be limited to:

1. Reserve Bank of India (RBI)/International Financial Service Centre (IFSC)
2. Government of India through its authorized representative/ body
3. Courts/ Investigating agencies
4. Securities exchange board of India (SEBI)
5. Authorized representatives of the stock exchanges
6. Auditors, professional advisors
7. Third party service providers with whom the Bank has executed legal contract on 'services/ products' and who will need to access the information
8. Any other legal entity/ authorized individual who has is entitled to such information
9. Credit Information Bureau's including but not limited to CIBIL.

The Bank reserves the right to source for any other information about the customer or his accounts/ financial condition

as may be deemed fit by the Bank through whatever sources are available to the Bank.

The Bank uses customer's contact information for service and promotional activities. For this the Bank may share this customer's information with other arm of the Bank's group company(s) or any other third party partners/service providers/agents of the Bank. The Bank takes express consent from customer on this aspect during account opening.

**j) Transaction Failure/Reversals**

The time-period for reversal of unsuccessful/failed transactions and the compensation payable for failure to meet the specified timeline is as follows:

	Description of the incident	Framework for auto reversal and compensation	
		Timeline for auto-reversal	Compensation payable
<b>Automated Teller Machines (ATMs) including Micro-ATMs</b>			
a.	Customer's account debited but cash not dispensed.	Pro-active reversal <sup>®</sup> of failed transaction within a maximum of T+ 5 working days.	₹ 100/- per day of delay beyond T + 5 working days, to the credit of the account holder.
<b>Card Transaction</b>			
a.	Point of Sale (POS) (Card Present) including Cash at POS. Account debited but confirmation not received at merchant location i.e. charge slip not generated.	Auto-reversal within T + 5 working days.	₹ 100/- per day of delay beyond T + 5 working days.
b.	Card Not Present (CNP) (ecommerce) Account debited but confirmation not received at merchant's system.		

**3. Amendment of T&C:**

The Bank, at its sole discretion can change any terms of this document. Any amendments to the charging or the terms thereof are effected only after giving a prior notice of 30 days or more to the customer. Such changes are advised to the customer via multiple means of communication including but not limited to direct mailers, electronic and print statements, e-mailers and SMS's. In addition to this the same are also updated on the Bank's website from time to time.

After the notice period of 30 days, the cardholder would be deemed to have accepted the terms if he/she had not withdrawn during the specified period.

**4. Governing law & Legal jurisdiction**

The Terms and conditions, or the operation of the accounts held with the Bank or services provided by the Bank to its customers shall be governed by the laws of the Republic of India only. Any disputes/ claims/ issues shall be brought in the courts/ tribunals under the jurisdiction of Mumbai. The Bank reserves the right to initiate proceedings against any customer at any courts/ tribunals/ authorities and the customer hereby consents to that jurisdiction.

In case any provision of these Terms & conditions become legally untenable/ unenforceable/ prohibited, then such extent of unenforceability will apply only to the said provision and not invalidate the remaining provisions of the terms & conditions.

