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**SPECIAL TERMS AND CONDITIONS FOR WEALTH MANAGEMENT CARD, ROYALE SIGNATURE, PRIVY LEAGUE ROYALE SIGNATURE, LEAGUE PLATINUM AND NRI ROYALE CREDIT CARDS**

- 1 Welcome Gift Offer
- 2 Priority Pass Privilege

## MOST IMPORTANT TERMS & CONDITIONS

To get the latest version of MITC and the Cardholder Agreement of the Bank, please visit [www.kotak.com](http://www.kotak.com)

### 1. Fees and Charges

#### A. Joining Fees, Annual fees and Add on Card fees:

Kotak Mahindra Bank Card Variant	Joining fees	Annual fees	Condition for Waiver of Annual Fees- 1 <sup>st</sup> year	Condition for Waiver of Annual Fees- 2 <sup>nd</sup> year & onwards	Joining Fee for Add on Card
Feast Gold <sup>^</sup>	NIL	₹499 <sup>**</sup>	NA	NA	₹299
Aqua Gold	NIL	NIL	NA	NA	Waived
Fortune Gold	NIL	NIL	NA	NA	₹299
Urbane Gold	NIL	₹199	One retail transaction <sup>***</sup> and minimum retail spends of ₹15,000 <sup>****</sup>	Minimum retail spend of ₹15,000 in the year	Waived
PVR Gold / PVR Platinum	NIL	₹499 / ₹999	NA	NA	₹299
Royale Signature	₹1499	₹999	Minimum retail spend of ₹1 lac in a year	Minimum retail spend of ₹ 1 Lac in a year	Waived
League Platinum	₹499	₹499	On retail transaction <sup>***</sup> and minimum retail spends of ₹50,000 <sup>****</sup>	Minimum retail spend of ₹50,000 in the year	Waived
NRI Royale Signature	NIL	₹1,000	NA	NA	₹599
Privy League Signature (Insignia Customers)	NIL	₹2500	Minimum retail spends of ₹5 lacs or maintain Insignia relationship with the Bank	Minimum retail spends of ₹5 lacs or maintain Insignia relationship with the Bank	NA
Privy League Signature (All Priority banking Customers)	₹5000	₹5000	Minimum retail spends of ₹7.5 lacs	Minimum retail spends of ₹7.5 lacs	
Delight Platinum <sup>#</sup>	₹ 1,999	₹ 299	NA	NA	₹ 299
Essentia Platinum	₹ 1,499	₹ 749	NA	NA	₹ 299
Silk Inspire Platinum	₹ 599	₹ 599	Minimum retail spends of ₹ 1,25,000 <sup>****</sup>	Minimum retail spends of ₹ 1,25,000 in the year	NA
Wealth Management Signature	NIL	NIL	NA	NA	NA
Wealth Management Infinite	NIL	NIL	NA	NA	NA

**B.Finance charges:**

Kotak Mahindra Bank Card Variant	Interest Charges		Cash Withdrawal/Call a Draft/ Fund Transfer/Cash Advance per ₹ 10,000 or part thereof
	Monthly Rate	Annual Rate (APR)	
Feast Gold/Urbane Gold/ Fortune Gold	3.50%	42.00%	₹ 300 / ₹199
Aqua Gold/Silk Inspire Platinum (Issued Against Term Deposit)	2.99%	35.88%	₹ 300
PVR Gold/PVR Platinum	3.50%	42.00%	₹ 300
Royale Signature	3.3% (revised to 3.4% effective 15th May '17)	39.6% (revised to 40.08% effective 25th May'17)	₹ 300
Wealth Management Credit Card	3.1%	37.20%	₹ 300
League Platinum/Delight Platinum <sup>#</sup> /Essentia Platinum/ Silk Inspire Platinum	3.50%	42.00%	₹ 300
Privy League Signature	2.49%	29.88%	₹ 300

**C.Other Charges:**

Late Payment Charges ("LPC")	Due as per last statement	LPC Charges
	₹ 100 - 500	₹ 100
	₹ 500.01 - 5000	₹ 500
	₹ 5000.01 - 10000	₹ 500
	₹ 10000+	₹ 700
Over limit charges	₹ 500*	
Returned Cheque / Standing Instruction <sup>##</sup>	₹ 500* (As per Applicable Rate)	
Minimum Amount Due ("MAD")	Minimum Amount Due can be 5% or 10% of TAD as decided by the Bank. It will reflect in the statement in the column Minimum Amount Due.	
Foreign Transaction Mark up	3.50%*	
Railway Booking Surcharge (As per Applicable Rate)	<b>Products Eligible for Surcharge Waiver:</b> Aqua Gold/Royale Signature / Wealth Management Signature / Wealth Management Infinite / Privy League Signature/ League Platinum / NRI Royale Signature / Delight Platinum#. <b>(No Reward Points will be accrued for transactions where Surcharge waiver is given)</b> <b>Products Not Eligible for Surcharge Waiver:</b> Essentia Platinum / Silk Inspire Platinum / Feast Gold / Fortune Gold / Urbane Gold / PVR (Gold & Platinum)	
Fuel Surcharge (subject to a minimum of ₹10) on transaction amount (As per Applicable Rate)	<b>Products Eligible for Surcharge Waiver:</b> Fortune Gold / Aqua Gold / Royale Signature / Wealth Management Credit / Wealth Management Infinite / Privy League Signature / League Platinum / NRI Royale Signature / Delight Platinum# / Silk Inspire Platinum <b>(No Reward Points will be accrued for transactions where Surcharge waiver is given)</b> <b>Products Not Eligible for Surcharge Waiver:</b> Essentia Platinum / Feast Gold/Urbane Gold/PVR (Gold & Platinum)	
Cash Payment Charges	₹ 100*	
Card Replacement Fees (Lost & Damaged Cards)	₹ 100* per card	
Charges for furnishing a copy of the credit information report (CIBIL) to the applicant	₹ 50* per instance	

\*Government taxes (including service tax, GST, any / all applicable taxes from time to time). \*\*Only applicable on Feast Cards issued after 18th May, 2011.\*\*\* One retail transaction has to be done within 3 months of Card Account set up. \*\*\*\* Minimum retail spends to be done within the first year of account set up. \*\*\*\*\*Maximum Railway surcharge waiver of ₹500 in a calendar year. \*\*\*\*\* Fuel surcharge to be waived only for transactions between values of ₹500 - ₹3000. Maximum Fuel surcharge waiver of ₹3500 in a calendar year except Privy League Signature & Delight Platinum#. For Priority League Signature (For all Priority Customers) & Delight Platinum, Fuel surcharge will be waived only for transactions between values of Rs. 400 to Rs. 4000. Maximum fuel surcharge waiver on Delight Platinum is Rs. 4500 annually, for Privy League Signature (For Insignia Customers) it is Rs. 300 per a month. For Solaris Credit Card all fuel transactions between Rs 400 to Rs 3500 to get surcharge waiver. Max waiver allowed is Rs 100/- per statement cycle per card account. ^Trump is now called as Feast. #Please refer to the fees and charges of Delight Platinum Credit Card for charges applicable to Privy League Delight Platinum Credit Card. ##Standing Instruction (Auto debit, NACH & ECS)

#### D. Interest Free Period:

Interest free period from the start of the billing cycle date shall not exceed 48 Days. Effective 5th May, 2014: Payment Due Date on your Card can be between 18 and 21 days after the Statement Date (Please check your statement for your exact Payment Due Date). Therefore free credit period can range from 18-48 days to 21-51 days depending on your Payment Due Date.

#### Illustrative Example for Interest Free Period Calculation:

For a statement for the period 11 April to 10 May the payment due date is 28 May. Assuming you have paid Your previous month's dues in full, the grace period would be:

For the purchase dated 12 April, interest free grace period is from 12 April to 28 May=48 days and for the purchase dated 2 May, interest free grace period is from 2 May to 28 May=27 days

However, if you have not paid the previous month's balance in full before due date, then there will be no interest free period.

#### E. Finance Charges (Interest Charges):

Interest will be charged to you on a daily accrual basis if you do not pay the previous bill amount in full on or before the due date; Interest will be charged from the date of transaction until the date of settlement. Interest on Cash Advances will be charged from the date of transaction until the date of settlement excluding Gold Fortune and Aqua Gold Cardholders, as they enjoy interest free period for all Cash Advances. Interest rates can change/increase up to 3.5% per month (42.0% Annualized) periodically based on your spends, payback & utilization patterns. Interest would also be charged if the full payment is received after due date but before the next statement date. If you have been making a partial payment but you have paid the current statement outstanding in full on or before Payment Due Date then Interest will be charged on the total outstanding of the current statement till the date of full payment. The interest so charged will reflect in subsequent statement. E.g 20th June statement total balance is ₹ 5000. Payment Due Date 8th July. Payment of ₹ 5000 made on 1st July. Interest on ₹ 5000 for 10 days will be billed in 20th July statement.

#### F. Illustration of Interest Calculation:

Assume that you have an outstanding balance of ₹ 10,000 for the purchase made on 15th March. The statement generated on the 31st March will show balance of ₹ 10,000. You make a payment of ₹ 4,000 on the 10th April. And you make a purchase of ₹ 2,000 on the 15th of April. You make no further payment on your credit card till 30th April. In this case interest will be levied as follows:

**Daily rate of interest = (3.4%)\*12/365 = 0.1118%.**

On the balance of ₹10,000 (15th Mar- 31st Mar) for 17 days = $10000 * 0.1118\% * 17 = ₹ 190.03$
On the balance of ₹ 10,000 (1st April- 9th April) for 9 days = $10000 * 0.1118\% * 9 = ₹ 100.6$
On the balance of ₹ 6,000 (10th April- 14th April) for 5 days = $6000 * 0.1118\% * 5 = ₹ 33.53$
On the balance of ₹ 8,000 (15th April-30th April) for 16 days = $8000 * 0.1118\% * 16 = ₹ 143.08$
<b>Total Interest Charged = ₹ 467.24, Total Outstanding = ₹ 8467.24</b>

In the above example, statement generated on 30th April with Total Amount Due of ₹ 8467.24. You make a payment of ₹ 8467.24 on 15th May and you make no purchase in the month of May. Then in the next statement generated on 31st May you will be charged with interest of ₹ 132.51. (On the balance of ₹ 8467.24 (1st May - 14th May) for 14 days =  $8467.24 * 0.1118\% * 14 = 132.51$ )

The above example does not contain government taxes (including service tax, GST, any / all applicable

taxes from time to time). Above mentioned illustration is applicable for a revolving interest rate of 3.4% p.m. & interest may vary depending on the card variant

**Note:** If you spend ₹ 5,000 and you pay back exactly the Minimum Amount Due ("**MAD**") every month, and then it may result in repayment stretching over 4 years (calculation done with MAD as 10%) with consequent interest payment on the outstanding amount. It is therefore suggested that whenever cash flow is available with you, substantial amount more than MAD be paid to the Bank. **Late Payment Charges** will be applicable if the MAD is unpaid after the Payment Due Date

## 2. Credit and Cash Withdrawal Limits

Credit Limit means the maximum limit up to which you are authorized to spend on your Credit Card. If you opt for availing international transactions at the time of applying for the Card, the Credit Limit for international transactions will be the same as the maximum limit. The available Credit Limit at the time of generation of each monthly statement is provided as a part of the said statement. The Credit and Cash Withdrawal Limit are communicated to you at the time of delivery of the Card. Cash Limit forms a subset of your Credit Limit. The Bank will review your Card Account periodically and may decrease your Credit and Cash Limit based on internal criteria without prior notice to you. If you seek to have your credit limit increased, you can do so by writing to the Bank and providing financial documents declaring your income. If you wish to disable International transactions or increase/decrease the Credit Limit for international transactions then you can contact the Bank's Customer Contact Centre for the same. Basis your specific request for increase in your Credit Limit, the Bank may consider the limit enhancement at its sole discretion

## 3. Your guide to Bill Payment

### A. Your Statement

The Bank will send you a monthly statement showing payments and transactions for the month. No statement will be sent/generated where the outstanding due is less than Rs100 and no transaction is done on the Card Account. The statement would be dispatched by physical mail or email to your mailing address as per our records. Kotak NRI Credit Cardholders will receive statements via e-mail only. Non-receipt of statement would not affect your obligations and liabilities under the Cardholder Agreement and you shall be liable to settle at least the Minimum Amount Due before the payment due date.

### B. Choose what amount you prefer to pay

If your payment of at least the MAD is received on or before the payment due date, you avoid Late Payment Charges. Please note that EMIs, Joining / Annual Fees & all processing fees are added to your MAD in full. If there is some unpaid MAD from the previous statements, it will also be added to the current MAD. If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the MAD. No interest would be levied if you choose to pay the "Total Amount". We suggest that you should pay your Total Amount Due, to avoid paying interest.

### C. Payments

Payments received from you against the Card outstanding will be adjusted against all taxes, fees and other charges, interest charges, EMIs, cash advances, purchases and balance transfer in that order. You should make all payments in Indian Rupees only.

### D. Methods of Payment

- 1) Pay through standing instructions (Auto Debit):** If the Cardholder holds a savings account with the Bank, he may pay directly through the Saving Account by giving standing instruction in writing to debit the payment from such account every month on the payment due date. It is mandatory for a Kotak NRI Credit Cardholder to give Auto Debit instruction for the payment of the Minimum Amount Due.
- 2) Pay online:** If Cardholder holds a savings account with the Bank then he can pay his Credit Card bill online at [www.kotak.com](http://www.kotak.com) using his Internet banking password
- 3) For online payments from your savings account with any other bank:** Credit Card dues can also be paid from any of your other bank account/s through Net Banking/WebPay or any other mode of payment enabled by the Bank.
- 4) Pay by cash at branches:** The cardholder can pay the bill by depositing cash at specified locations during banking hours. Kotak NRI Credit Cardholders cannot make payment towards their Credit Card Bill by paying cash at branches. For applicable charges, please refer the details mentioned above.
- 5) Pay through cheque or demand draft:** Make a cheque or draft in favor of "Kotak Mahindra Bank Credit Card XXXX XXXX XXXX XXXX" & drop in to the ATM's or at the Partner drop boxes. Kotak NRI Credit Card holders can make all payments only from their NRE/NRO account.

To get detailed information and know more about other methods of payments like Visa Credit Card Payment, Inter Bank Mobile Payment Services, visit [www.kotak.com](http://www.kotak.com)

#### **E. Billing disputes resolution**

In the event the Cardholder disagrees with the charges indicated in the statement, it should be communicated in writing to the correspondence address of Kotak Mahindra Bank within 60(Sixty) days of receipt of the statement, failing which it would be constructed that all charges indicated in the statement are in order and acceptable to you. Please note that in case you have a dispute in relation to an international transaction, you must provide us with a copy of your passport.

If the Cardholder has paid excess payment toward Credit card, the payment will be refunded in the credit card account only. In case if the credit card stands cancelled, any excess outstanding will be transfer to the customer's saving account only.

#### **4. Customer Contact Centre**

In all your communication with us, please indicate your 16-digit Kotak Credit Card number

You may contact the Bank in any of the following ways.

(a) By calling our 24 Hour Customer Service Center - **1860 266 2666** (local call rates apply). Privy League Customers can call on **1800 266 6666** (Toll - free). The detailed list of phone numbers is available on [www.kotak.com](http://www.kotak.com) (b) Through email by logging on [www.kotak.com](http://www.kotak.com) or through your internet banking account (c) Through courier-The Service Manager, Kotak Mahindra Bank Limited, 3<sup>rd</sup> Floor, Akruiti SMC, LBS Marg, Khopat, Thane (W). Maharashtra - 400601, India. (d) Regular Post: Kotak Mahindra Bank Ltd. Kotak Credit Cards P.O Box No.27703, Malad (East), Mumbai 400097, India

#### **5. Grievances Redressal / Complaints / Escalation**

In the unlikely event that you are not satisfied with our services, you may register your grievance by (i) Filling the "Complaint Form" at [www.kotak.com](http://www.kotak.com) (ii) Calling our Customer Contact Centre (iii) Write to service manager-Service Operations (iv) For further escalations you can write to Mr. Nikhil Pohare, Nodal Officer Credit Cards Division at [nodalofficer@kotak.com](mailto:nodalofficer@kotak.com). If your complaint is not resolved within 30 days of receipt at the Bank then the said complaint can be escalated to Banking Ombudsman. The details of the Banking Ombudsman for your location are displayed at the branches.

#### **6. Default**

If Cardholder does not pay at least the Minimum Amount Due, Cardholder(s) will be reminded in each subsequent statement to pay their dues. Balance outstanding for a period greater than 6 months will result in the Cardholder being reported as a 'willful defaulter'. In the event of default, follow-ups may be done by post, fax and telephone, electronic mail, SMS messaging and /or engaging third parties to remind follow up and collect dues. The Bank and any third party so appointed shall adhere to the Bank's Fair Practice Code for Credit Card Operations and Collection of Dues and Repossession of Security Policy as modified from time to time. The Bank shall be entitled to withdraw any default reported issue in case:

- The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank
- A court order/verdict has been received instructing the Bank to de-list the Cardholder against the Bank in a legal suit filed by or against the Bank. Decisions are taken on a case to case basis upon individual reviews.
- In the above mentioned scenarios Cardholders record will be updated as 'current' in the next monthly refresh to the credit bureau.

In the event of death or permanent disability of a Cardholder, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion, to recover any card account(s) outstanding, including recovery of the Card outstanding from any applicable insurance cover or from the heirs/executors/administrators of the Cardholder.

In case the card is lost or stolen, the Cardholder is protected from unauthorized transactions where eligibility limit of the amount insured per year is ₹25,000 for Silver Card, ₹1,00,000 for Gold Card, ₹1,25,000 for Platinum Card, ₹2,50,000 for Signature Card, ₹10,00,000 for Premium Cards. The insurance cover is explained in detail on [www.kotak.com](http://www.kotak.com)

#### **7. Termination / Revocation of Cardholdership**

The Cardholder may choose to terminate his Credit Card facility at any time by way of a written request or by calling the Bank's Customer Contact Centre and cut the card diagonally into pieces. All your outstanding amounts will immediately become due. Where the Credit Card is never used for more than 150 days, the card may be temporarily blocked for security reasons.

Kotak Mahindra Bank may also cancel the use of the Card at any time without prior notice, if it reasonably

believes it necessary for the business or security reasons, including if you delay payments, exceed the Credit Limit or if Cheques are returned .

## **8. Loss / Theft of the Card**

- The Cardholder shall report the loss of the Card to the Bank by calling the Customer Contact Centre immediately .The Bank at the request of the Cardholder will attempt to deactivate the card immediately to prevent misuse. The Cardholder must file a First Information Report ("FIR") with the local police. The Cardholder will, however be liable for all losses when someone obtains and misuses the Card or PIN with/ Without -Cardholder's consent, or consent of an Add-On Cardholder or if the Cardholder has acted fraudulently or acts without reasonable care, the Cardholder will be liable for all losses.
- You will not be liable for any misuse on the Card after you have informed Kotak Mahindra Bank of the loss, unless you have acted with gross negligence.
- In the event any amount is charged by the merchant, which is due and payable by the customer, whether disputed or not, the customer is liable to make the payment to the Bank as per the billing cycle as applicable to the customer. In addition thereto, where the Bank has made the payment, the bank is entitled to recover the said amount from the customer. Further, where the amount is in dispute, the customer shall be required to make the payment of the same as per the billing cycle and shall not wait for the outcome/decision of the dispute. The said right of the Bank to recover and the liability of the Customer to make payment shall be valid and subsisting irrespective of the fact that the existing relationship of the customer has ceased with Bank and/or the card has been suspended/closed for any reason whatsoever.

## **9. Disclosure**

The Cardholder acknowledges that as per existing business practices, the Bank is authorized to disclose from time to time any information relating to the Credit Card(s), to any credit bureau (Existing or Future) without any notice to the customer. The credit Information BUREAU India Ltd (CIBIL) and other credit bureaus is an initiative of the Government of India and Reserve Bank of India to improve the functionality and stability of the financial system. Any refresh/updation of data on receipt of payment towards overdue card accounts will reflect in CIBIL/other credit bureaus within a period of 60 days from the date of receipt of payment by the bank. We also wish to inform the Cardholder that the bank will, at its own discretion, record specific conversions between Cardholder and the representative of the Bank, in cases of grievance-related conversion or payments recover related conversions or any other conversion, that Bank may deem fit.



# CARDHOLDER AGREEMENT

## (Terms and Conditions)

The customer agrees that availing of Credit Card Services is subject to the following terms and conditions as well as the general Terms and Conditions and Rules for Accounts and Services of the Bank as may be issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India ("RBI") or any other statutory or regulatory authority ("Terms and Conditions").

The terms given below are applicable for all Credit Card variants except where any special terms are mentioned for any particular Credit Card variant.

### 1. DEFINITIONS

- 1.1. "Account" means an account maintained by the Bank under the general Terms and Conditions and Rules for Accounts and Services of the Bank.
- 1.2. "Applicant" means: (i) any person who has signed the Kotak Mahindra Bank Credit Card application form (ii) any person who has signed or used the card.
- 1.3. "Add-On Card" means an additional card issued to a person nominated by the Primary Cardholder.
- 1.4. "Add-On Cardholder" means a person to whom the Add-On Card is issued and the liability for payment of dues thereunder is of the Primary Cardholder.
- 1.5. "Authorised Dealer" refers to a person or offshore banking unit authorised to deal in foreign exchange or foreign securities as defined in Section 2 (c) of Foreign Exchange Management Act, 1999 ("FEMA");
- 1.6. "Card / Credit Card" refers to the Global Credit Card issued to the Cardholder including Gold, Corporate, Business, Platinum & Signature Credit Cards offered by the Bank and any other variation as may be introduced by the Bank from time to time, including an Add-On Card.
- 1.7. "Card Account / Credit Card Account" means any eligible account(s) opened and maintained by the Bank for operations through the use of the Card, simultaneously with issuance of the Card.
- 1.8. "Card Account Statement" means the statement sent by the Bank to the Primary Cardholder at periodic intervals indicating the credits and the debits to the Card Account.
- 1.9. "Cardholder" refers to a customer to whom the Card has been issued under these Terms and Conditions including an Add-On Cardholder.
- 1.10. "Cash Limit" means the maximum amount of cash or equivalent of cash as defined or prescribed by the Bank, that the Cardholder and the Add-On Cardholder can withdraw on his Card Account. Such limit shall form a subset of the Cardholder's Credit Limit.
- 1.11. "Credit Limit" is the maximum limit assigned to the particular Cardholder after an assessment by the Bank and which is attached to the Card Account. If the Cardholder has 2 or more Kotak Credit Cards, then the total Credit Limit across all the credit cards will be the higher of the limits assigned individually to each Credit Card. E.g. If one card has Rs. 1 lakh limit and another card has Rs. 1.5 lakh limit then the total Credit Limit would be Rs. 1.5 lakh across both the Credit Cards.
- 1.12. "Delinquent Account" means an account of a Cardholder which has outstanding which are past due or which, in the opinion of the Bank, has unsatisfactory credit standing;
- 1.13. "EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can use his Card issued by the Bank to initiate a transaction at a Merchant Establishment.
- 1.14. "Electronic Media" means inter alia ATMs, Phone (including fax), Mobile, Internet, and POS.
- 1.15. "EXIM" refers to the Export Import Policy of India, as stipulated by the RBI, including all amendments from time to time.
- 1.16. "International Transactions" refers to Transactions done by the Cardholder on his Card outside India, Nepal and Bhutan.
- 1.17. "Kotak Mahindra Bank" or "Bank" or "the Bank" or "KMB" or "we", "us", "our" mean Kotak Mahindra Bank Limited a banking company incorporated under the Companies Act, 1956 having its registered office at 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, India and includes, unless it is repugnant to the context or meaning thereof representatives, successors and assignees.
- 1.18. "Merchant" / "Merchant Establishment" / "Participating Merchant Establishment" (PME) means any establishment wherever located which the Bank and or other VISA / MasterCard member banks

have approved and made arrangements with to accept and honour Cards for the sale of goods and services to Cardholders and includes among others, stores, shops, restaurants, airlines, advertised by the Bank, Visa International or the merchant as honouring a Card. It shall also mean any company, corporation, establishment, firm, association of persons or individual or any entity as may be declared by Bank from time to time, wherever located, which is designated as Merchant and / or with whom there is an arrangement with the Bank for rendering services to Cardholders.

- 1.19. "Participating ATMs", "PA" or "ATMs" include Automated Teller Machines (ATMs) of the Bank and ATMs belonging to other banks that are participating in shared payment network of VISA/MasterCard at which the Cardholder can use the Card.
- 1.20. "PIN" or Personal Identification Number means and includes any randomly generated secret and confidential code, allotted by the Bank to the Cardholder and/or subsequently changed by the Cardholder as per his choice, in relation to the Card.
- 1.21. "POS" means Point of Sale Terminal whether in India or overseas, whether of the Bank or a shared network, at which amongst other things, the Cardholder can use his Card to access the funds in the Card Account(s) held with the Bank.
- 1.22. "Primary Cardholder" means an applicant in whose name the Bank has opened the CardAccount.
- 1.23. "Primary Card" means the Kotak Mahindra Bank Global Credit Card issued to the Primary Cardholder.
- 1.24. "Reward Program" refers to the Kotak Mahindra Bank Rewards Program as stated in detail in Clause 27 herein.
- 1.25. "Sales Slip" / "Charge Slip" refers to a slip generated at the Merchant Terminal or by the PME reflecting the value of Transaction/s by the Cardholder on PA/ PME/ Terminal which is to be retained by the Cardholder.
- 1.26. "Terminal" includes all software, peripherals and accessories at the location of PME required to run the devices for processing the transactions of the Card holder & includes Electronic Data Capture (EDC) terminals, VISA/MasterCard Terminals, printers, Personal Identification Number (PIN) pads.
- 1.27. "Transaction" means any instruction given by a Cardholder to the Bank using the Card directly or indirectly on anATM or PME or Electronic Media to effect the transaction by accessing the CardAccount.  
"Valid Charge" means a charge incurred by and charged to a Cardholder holding a Card and only such a Valid Charge shall be taken into account for award of Reward Points;
- 1.28. "Visa" or "Visa Electron" shall mean a mark owned by Visa International.
- 1.29. "Visa/PLUS ATM Network" shall mean ATMs located at various places in India and overseas which honour the Card and displaying the Visa/PLUS or Visa Electron Symbols.
- 1.30. "MasterCard" or "MasterCard Electronic" or "Maestro" or shared network at which, amongst other things, the "Cirrus" mean marks owned by MasterCard International.

## **2. USAGE OF THE CARD:**

- 2.1. The Cardholder understands that signing the Credit Card application form and/or applying online for the Card and/or applying through e-mail for the Card and/or signing on the reverse of the Card and/or using the Card constitutes acceptance of the Terms and Conditions of the Cardholder Agreement as amended from time to time by the Bank, at its sole discretion.
- 2.2. The Card shall be acceptable only for Transactions as permitted by the Bank from time to time in India and abroad at the PA / PME / Electronic Media and Terminal as well as other payment methods as designated by the Bank from time to time.
- 2.3. The Bank shall debit the Card Account(s) for the value of all purchases of goods or services, cash, fees, charges, interest, taxes and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement relating to the Card Account(s). Such Card Account Statements shall be sent to the Cardholder every month through a delivery mode specified by the Bank or chosen by the Cardholder and specified to the Bank.
- 2.4. The Bank will normally debit the account of the Cardholder for a transaction within 30 days from the date of the Transaction.
- 2.5. If the Cardholder(s) Credit Card is never used or remains unused for over 150 days, the Card may be temporarily blocked for security purposes by the Bank. The said Cardholder may request the Bank through customer contact centre, to reactivate the Card for usage.
- 2.6. All communication shall be sent to the Primary Cardholder only.
- 2.7. The Bank may at its discretion, decide not to carry out any instructions where it has reason to believe

that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

- 2.8. The Bank shall not be responsible and/or liable for any Transaction of the Cardholder not materializing or getting completed.
- 2.9. The Primary Cardholder's and Add-On Cardholder's total outstanding including all fees, charges, interest and taxes should not exceed the Credit Limit.
- 2.10. Card promotional material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Card.
- 2.11. The Card will be honored only when it carries the signature of the Cardholder on the signature panel on the reverse side of the Card. The Cardholder shall sign on there verse of the Card immediately on receipt there of.
- 2.12. The Card shall not be used by the Cardholder after the last date of the expiry month embossed on its face unless renewed. The Cardholder may make a written request for the renewal of the Card 20 days prior to its expiry. The Bank may at its sole discretion issue a renewed card on such terms as may be communicated by the Bank.
- 2.13. The Card may be used only for lawful, bonafide, personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder.
- 2.14. The Cardholder must not at any point, hand over his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the ATMs / PME / Electronic Media at the time of the Transaction.

### **3. APPLICABILITY OF RULES AND REGULATIONS:**

- 3.1. The Cardholder agrees and acknowledges that the issue and usage of the Card shall be subject to the RBI regulations in force from time to time, Exchange Control regulations of the RBI, FEMA, all the rules and regulations framed under FEMA, notifications / circulars issued and any other corresponding enactment in force from time to time. The Card can be used in India and abroad, but cannot be used in Nepal and/or Bhutan for withdrawal of foreign currency. Further, the Card is not valid for payment in foreign exchange at PMEs in India, Nepal and Bhutan i.e. while using the Card in Nepal or Bhutan the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Cardholder shall be liable for action under FEMA and other corresponding regulations framed thereunder in the event of non-compliance of the same.
- 3.2. The Cardholder may be debarred from holding the internationally valid Global Credit Card, either at the instance of the Bank or RBI in the event of default or non-compliance of any terms and conditions or any rules or regulations.
- 3.3. The Card may be used, by Cardholders going abroad, within the foreign exchange entitlements as stipulated by RBI from time to time, for all bonafide personal expenses for personal use, provided the total exchange drawn during the trip abroad does not exceed such entitlements. Import of goods so purchased abroad into India would be governed by the baggage rules and the Customs Act, 1962 /EXIM policy in force from time to time.
- 3.4. The Cardholder may, if he so desires, draw foreign exchange against the Card in the form of foreign currency notes/travelers cheques to the extent of the entitlement from an authorized dealer / full fledged moneychanger as per FEMA Regulations. Sale of such foreign currency notes/travelers cheques out of entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. The Cardholder can choose to get his passport endorsed in respect of the foreign exchange withdrawn from an authorized dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travelers cheques.
- 3.5. Trading in foreign exchange in any manner (including through electronic/internet trading portals) is prohibited under the Foreign Exchange Management Act (FEMA), 1999. Further, RBI has clarified many a time that remittance in any form towards overseas foreign exchange trading (including through electronic/internet trading portals or by use of credit/debit cards) is not permitted. RBI has cautioned the public not to remit or deposit money or utilize credit/debit cards for such unauthorized transactions. Accordingly, please take note of the prohibitions on using your credit/debit card for such unauthorized transactions in contravention to the FEMA & regulations there under and that violation(s), if any, would attract penalties or as RBI or the Enforcement Directorate may initiate against such residents. In case customer indulges into any such abovesaid transaction or any transaction or any activity which is in violation of FEMA act or regulation or any other notifications or rules or laws of India, customer will be solely responsible for same
- 3.6. The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations such as subscription to (a) magazines which are on the proscribed/ banned list (b) pools, sweepstakes, lotteries, gambling etc. (c) internet sites

selling products/services for which release of foreign exchange is not permitted (d) any other illegal or anti-social activities. The Bank reserves the right to report such violations to the regional office of the exchange control department giving full details. In such an event of violation, the Cardholders' right to use the Card shall be determined forthwith.

- 3.7. Under no circumstances should the Cardholder delay or refuse the payment of the Card bill / dues on the grounds that he has exceeded the entitlement. The non-payment of the Card bill /dues on such grounds shall render the Cardholder liable to risk of withdrawal of his cardholdership.
- 3.8. In case the Card is cancelled, whether on account of non-compliance with exchange control regulations issued by the RBI and as amended from time to time or otherwise, the Bank will not be responsible for any attempted usage of the Card whether in India or abroad, resulting in the Card being dishonored.
- 3.9. The onus of ensuring compliance with FEMA, or amendments thereof and all the rules and regulations, notifications issued there under, exchange control manual, prevailing baggage rules, Customs Act, 1962 and EXIM policy in force, rests solely with the Cardholder.
- 3.10. The Cardholder accepts full responsibility for wrongful use thereof by him in contravention of these rules and regulations and undertakes to indemnify the Bank and make good any loss, damage, interest, conversion, any other financial costs, charges or expenses that the Bank may incur and/or suffer on account of the Cardholder.
- 3.11. A resident Cardholder going abroad for employment or emigration cannot use the card for drawing exchange and must clear the dues and terminate the Card before going abroad.

#### **4. PROPERTY**

- 4.1. The Card is the property of the Bank and must be returned immediately on request. The Card is not transferable.
- 4.2. Upon expiry of the Card, the Bank may in its absolute discretion issue a replacement Card or PIN or both, on the same terms and conditions or such other terms and conditions as the Bank may deem fit. The Cardholder shall destroy the Card when it expires by cutting it in half diagonally through the magnetic stripe. If request for renewal is made 20 days prior to the expiry of the Card, the Bank shall send the renewed Card to the Cardholder before the expiry of the Card(s) subject to the Card Account(s) being in good standing and at the sole discretion of the Bank. The Bank may charge fees for the renewed Card and replacement Card which will be intimated to the Cardholder prior to such issue.
- 4.3. In case of cancellation of the Card(s) by the Cardholder, the Cardholder shall clear the outstanding dues on the Card and inform the Bank either online or by calling up the Customer Contact Centre for cancellation of the Card, and shall destroy the Card by cutting it in half diagonally through the magnetic stripe. Add-On Card(s) must also be destroyed immediately in the same manner.
- 4.4. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / duplicate / erroneous use of the Card and/or the PIN, through the Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party.

#### **5. OBLIGATIONS OF CARD HOLDER**

- 5.1. The Cardholder agrees to promptly notify the Bank in writing of any change in his contact information including a change in present, office or permanent address, residence, office or mobile phone number and email. In absence of any such written instructions, the monthly statement(s) will be sent to the mailing address in the Bank's records and the Cardholder shall be solely responsible for any interest charge or late payment fee that becomes payable.
- 5.2. The Cardholder will keep the Card in a safe place and shall under no circumstances whatsoever, allow the Card to be used by any other individual.
- 5.3. The Cardholder shall notify the Bank immediately after becoming aware:-
  - (i) Of the loss or theft or copying of the Card or any other means which enable it to be used fraudulently;
  - (ii) Of the recording in the Cardholder's Card Account of any unauthorized transaction;
  - (iii) Of any error or other irregularity in the maintenance of the Card Account by the Bank.
- 5.4. The Cardholder agrees that he will be allowed to withdraw cash / purchase goods or services, / make International transactions of only a certain amount, per calendar day or per Transaction as announced from time to time irrespective of the credit limit of the Card Account.
- 5.5. The Cardholder agrees not to attempt to withdraw / purchase using the Card unless sufficient credit/cash limit is available in the Card Account. The onus of ensuring adequate balance in the Card Account is entirely on him. In the event of the Card Account getting overdrawn, he will have to rectify the account balance position immediately with appropriate charges and penal interest levied by the Bank from time to time. These charges will be determined by the Bank and will be announced from

time to time.

- 5.6. In the event the Card Account of the Cardholder is overdrawn or delinquent, the Bank reserves the right to set off such amount against any credit lying in any of the Cardholder's other Accounts held jointly or singly with the Bank, without prior notice and the Cardholder hereby specifically authorizes the Bank to do so.
- 5.7. When requested by the Bank, the Cardholder shall provide all information, records or certificates relating to all or any matters in relation to his Card Account.
- 5.8. The PIN should never be disclosed to any person, including the staff of the Bank as well as other banks whose ATMs are termed as Participating ATMs, officials of PME or written down under any circumstances whatsoever, in any form that would be intelligible or otherwise accessible to any third party, whether access is gained to such record either honestly or dishonestly.
- 5.9. The Cardholder accepts that at his request and risk, the Bank has agreed to provide him the facility of carrying out Transactions by using the Card, apart from any written Standing Instructions now given or that may hereafter be given to the Bank.
- 5.10. The Cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the Cardholder's instructions. In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable/held responsible on account of delay or inability to act immediately or at all on any of the Cardholder's instructions.
- 5.11. The Cardholder shall be responsible for all facilities granted by the Bank in respect of the Primary & Add-On Card(s) issued and for all Transactions and charges accrued on these facilities, notwithstanding the termination of this Agreement and shall act in good faith in relation to all dealings in respect of the Card with the Bank. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card(s) including all Add-On Cards issued, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorizes the Bank to debit his Card Account(s) with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with the Bank's record of Transactions.

## **6. CREDIT & CASH WITHDRAWAL LIMITS**

- 6.1. The Bank has full and final authority to set/ revise or reduce the Credit Limit of the Card as deemed suitable based on but not limited to, the applicant's declaration of personal resources and the Cardholder's spending pattern, without prior notice to the Cardholder and the Bank will notify the Cardholder of any changes in the Credit Limit. The Credit Limit will be applicable on the Card Account and will apply to all Primary Cards and Add-On Cards issued to the Cardholder. If the Cardholder seeks to have his Credit Limit increased, he can do so by writing to the Bank and furnishing requisite financial documents declaring his income as required by the Bank. The Bank, at its sole discretion and based on such new documents, may increase the Credit Limit of the Cardholder.
- 6.2. If the Cardholder opts for availing international transactions on his / her Credit Card at the time of applying for the Card, the Credit Limit for international transactions will be the same as the maximum limit assigned to the Cardholder.
- 6.3. If the Cardholder wishes to disable International transactions on his / her Credit Card or increase/ decrease the Credit Limit for international transactions on the Credit Card then he / she can contact the Bank's Customer Contact Centre for the same.
- 6.4. The Bank will set a separate limit for cash withdrawals which will be lower than the Credit Limit assigned. The Fortune Cardholder may not be able to withdraw cash if his current year's cash spends are more than 40% of the current years total spends up to last billing cycle on his Fortune Card. A year shall mean a calendar year.
- 6.5. The Cardholder must not exceed his Credit Limit / Cash Limit under any circumstances. The Bank reserves the right to decline all Transactions which exceed the assigned Credit Limit / Cash Limit.
- 6.6. In the event, the Cardholder exceeds his Credit Limit / Cash Limit he must immediately make a payment to the Bank in lieu of all amounts in excess of the Credit Limit / Cash Limit, and further, the Bank shall charge a charge/ fee as declared from time to time in the schedule of charges.
- 6.7. In addition to these limits, the Bank may have internally prescribed sub - limits applicable per day or per transaction type etc. to reduce instances of fraud.
- 6.8. The Cardholder is not entitled to any interest or reward points on credit balances, if any, in his Card Account.

## **7. ADDITIONAL CARDS**

- 7.1. The Bank at its sole discretion may allow issue of Add-On Card to the family members of the Primary

Card Holder i.e. to the spouse, siblings, children and parents. The Primary Cardholder assumes all liability for all charges incurred on all his Cards including the Add-On Card.

- 7.2. The Bank may at its sole discretion levy a fee for the issuance of an Add-On Card. The continuation of credit facilities of the Add-On Card will be solely dependent on continuation or credit status of the Primary Cardholder or Card Account.
- 7.3. Card, whether Primary or Add-On, will not be issued to any person who is less than 18 years of age. Issuance of Add on Card will be subject to submitting of all KYC documents of the Add-on Cardholder.
- 7.4. The Bank reserves the right to issue different types of Card such as Gold, Corporate, Business, Platinum and Signature at its sole discretion. Card(s) different from those issued to the Primary Cardholder may be issued to the Add-On Cardholder as per the Bank's policy.
- 7.5. The Add-On Card may have a specified limit, which will be a sub-limit of the Credit Limit set by the Bank for the Primary Cardholder or Card Account and allocated to each of the Add-On Cardholders based on the initial instructions from the Primary Cardholder. These Limits may be revised upwards or downwards on subsequent instructions of the Primary Cardholder, but at the sole discretion of the Bank.
- 7.6. Add-On Card(s) would accrue Rewards Points as per the Reward Program attached to the card type issued to the Add-On Cardholder irrespective of the Reward Program applicable on the Primary Card. However, only the Primary Cardholder is entitled to redeem the rewards points and agrees to hold the Bank harmless in case of any disputes on this matter.
- 7.7. The Bank reserves the right to change the type of or terms of Add-On Card(s) offered or issued at any time, with prior notice to the Primary Cardholder.

## **8. PURCHASES:**

- 8.1. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at PME / through Electronic Media in India and abroad accepting Visa Cards as the case may be. The Bank and PME reserve the right at any time to refuse without any notice to permit the use of the card at the PME for any reason whatsoever. The Bank accepts no responsibility for any such refusal to honour the Card.
- 8.2. The Bank reserves the right to approve, refer and decline any transaction without assigning any reason whatsoever.
- 8.3. The Cardholder must collect the charge slip at the time of effecting a Transaction. The Bank will not provide copies of charge slips. However, at its discretion, and upon the Cardholder's request, the Bank may provide copies thereof subject to payment of applicable additional charges.
- 8.4. A Sales Slip with the bonafide signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder. Any Sales Slip not personally signed by the Cardholder shall be deemed to be an authorized Transaction and the Cardholder shall be liable for the same.
- 8.5. Cardholder liability shall also include any and all payments pertaining to permissible expenses incurred by a Cardholder at a PME / through Electronic Media by use of the Card which is not recorded on a charge slip.
- 8.6. It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the PME directly. The existence of any such dispute does not absolve the Cardholder of his obligation to the Bank and the Cardholder shall ensure that all dues to the Bank are paid irrespective of any such dispute pending resolution thereof. However, the Cardholder shall report to the Bank about the dispute with the merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations.
- 8.7. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement upon receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct, then it shall communicate the same to the Cardholder.
- 8.8. The Bank, in case of disputed charges, may at its sole discretion, reverse the charges on a temporary basis. If on completion of subsequent investigation, the liability of such disputed charges is to the Cardholder's Account, the charge will be reinstated in a subsequent statement and interest charge accrued on such Transaction will be billed to the Card Account and the Cardholder will be liable to pay the same.
- 8.9. All transactions especially for jewelry, electronic goods and cash or other high risk merchant categories as defined by the Bank will be approved selectively at the Bank's discretion.

- 8.10. It is clarified that charges incurred may, in case of some ATMs/ PMEs / Electronic Media, include a charge for the availment of the purchase or other facility. The Bank accepts no responsibility for any charge/ surcharge levied by any PME and debited to the Card Account with the transaction amount.
- 8.11. The Cardholder accepts that the Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Cardholder is aware that in relation to charges on account of mail order or telephone or electronic commerce (e.g. on the Internet) where a charge slip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a Charge, the Cardholder will first clear his/her outstanding on the Card and then endeavour to resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever, for the same.
- 8.12. Further, no cash transaction, i.e. Cash withdrawal or deposit will be allowed at the PME/Merchant Establishment.
- 8.13. In the event that, a Merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. All refunds and adjustments due to any merchant/device error or communication link must be processed manually and the Card Account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the available Credit Limit in the Card Account(s) without considering this. The Cardholder also indemnifies the Bank from such acts of dishonoring the payment instructions.

## **9. CASH ADVANCE**

- 9.1. Kotak Mahindra Bank offers Cardholder the facility of availing cash advances on their Credit Cards by the following channels:
- (i) Cash Advances @ ATM & Branch - The Cardholder may use the Credit Card to take cash advances from teller counters of select Kotak Mahindra Bank branches/automated teller machines (ATMs). The list of the locations/ATMS is available at [www.kotak.com](http://www.kotak.com).
  - (ii) Cash Advances @ Online Funds Transfer - The Cardholder may use the Credit Card to take cash advance by transferring funds from his Card Account to his Bank Account.
  - (iii) Cash Advances Through Draft - The Cardholder may use the Credit Card to take cash advance by requesting for a DD to be sent to his mailing address registered with the Bank.
- 9.2. General Terms:
- (i) The total cash advance that may be availed of under this facility at any point in time should not exceed the available Cash Limit as specified by the Bank for each Cardholder or the daily limit/limit specified for each channel (as set out below), whichever is lower.
  - (ii) The Cash Limit of the Credit Card Account would be blocked to the extent of the cash advance availed and will be released upon repayment as per the apportion logic contained in this Agreement.
  - (iii) The maximum cash advance that may be availed in a single transaction will be specified or fixed by the Bank periodically. The Bank reserves the right to change these limits without prior notice to the Cardholder.
  - (iv) A transaction fee as per the Schedule of Charges would be levied for every cash advance transaction and would be billed to the Cardholder in the monthly Card Account Statement. In addition, all cash advances will also attract interest at applicable interest rate. For details of applicable interest rates on the different variants of the Cards, please refer Schedule of Charges available at [www.kotak.com](http://www.kotak.com). Interest will be calculated on the daily outstanding balance method from the date of such transaction till the payment is received by the Bank. This interest will be debited to the Card Account and appear in the monthly Card Account Statement. The transaction fees and interest as mentioned above are non-refundable.
  - (v) Fortune and Aqua Credit Card holders would enjoy an interest free period for all cash advances. This interest free period starts from the date of availing the cash advance and ends at the payment due date of that particular billing cycle. All cash advances during this period would be treated as a normal retail purchase and no interest would be levied on the cash advance if the full payment is received for the same by the Bank on or before the due date for that particular billing cycle. In case the Fortune Credit Card holder wishes to cancel his card before the payment due date of that particular billing cycle, interest shall be levied by the Bank on the cash advance from the date the cash advance was availed and the same will be immediately debited to the Card Account. The Cardholder should note that this feature is available to Fortune and Aqua Credit Card only and not for any other Credit Card of the Bank.
  - (vi) The Cardholder agrees to execute all documents that may be prescribed by the Bank from time to

time for availing this facility.

- (vii) The Bank shall have the sole discretion to accept or reject a cash advance request. The Bank reserves the right to carry out a credit appraisal for the full cash advance amount requested by the Cardholder.

### 9.3. Special Terms:

#### 9.3.1. Cash Advances @ATM & Branch:

- (i) This facility is available for the Primary Cardholder as well as Add-on Cardholders.
- (ii) The cash withdrawn would be debited to the Cardholder's Card Account on the day of withdrawal.
- (iii) The Cardholder has the facility of using his Card to withdraw cash through a withdrawal slip from teller counters of certain Bank branches at specified locations post identification checks and collecting required documents as applicable.
- (iv) The Cardholder has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, a six digit ATM Personal Identification Number (ATM PIN) will be issued to the Cardholder and for the convenience of the Cardholder, the PIN will, at the risk of the Cardholder, be encoded on the Card prior to its delivery to the Cardholder. If the ATM PIN has not been issued in respect of the Card, then the Cardholder needs to request the Bank to issue the same and the same will be sent to the Cardholder by post or courier and entirely at the risk of the Cardholder. The Cardholder agrees that:
  - (a) The Cardholder shall not disclose the ATM PIN to any person and shall take all possible care to prevent its discovery by any person;
  - (b) The Cardholder shall be fully liable to the Bank for all transactions made with the ATM PIN whether with or without the knowledge of the Cardholder.
  - (c) The Bank may at its absolute discretion issue a replacement Card with a new ATM PIN for any lost or stolen Card or a new ATM PIN on the existing Card;
  - (d) Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in any manner whatsoever, in case of fraudulent/unauthorized use of the ATM PIN by reason of the Card falling in the hands of any third party or through the ATM PIN coming to the knowledge of any third party.
- (v) The Cardholder will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
- (vi) The Bank will not accept responsibility for any dealings the Cardholder may have with any of the member Banks participating in the shared payment network of Visa for usage of Card on the Participating ATMs/ Terminals, including, but not limited to the supply of goods and/or services. The type of Transactions offered on such ATMs may differ from those offered on the Bank's own network. The Bank will only support the minimum Transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the Transaction set without any notice to the Cardholder.

#### 9.3.2. Cash Advances @ Online Funds Transfer:

- (i) This facility is available for the Primary Cardholder only.
- (ii) The amount of funds transferred would be debited to the Cardholder's Card Account on the date of placing the online request for funds transfer. All fees and charges would be calculated/levied from the same date.
- (iii) Cash can be transferred only to the Cardholder's own Account with the Bank.
- (iv) The Bank shall not be liable for any loss or damage arising or resulting from delay in transmission delivery or non-delivery of electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message owing to any reason beyond the control of the Bank. All payment instructions should be checked carefully by the Cardholder.
- (v) These terms & conditions are to be read in conjunction with those as stipulated in the NEFT Request Form, Terms and Conditions and Rules for Accounts and Services of the Bank for Net Banking.
- (vi) Any transaction for transfer of funds as per the instructions of the Cardholder may not materialize or get completed for any reason whatsoever and for such non materialization and/or non completion of the transaction; the Bank shall not be responsible in any manner.

#### 9.3.3. Cash Advances through Draft:

- (i) This facility is available for the Primary Cardholder only who shall be entitled to place a request for delivery of Demand Draft ("DD"), at his address registered with the Bank, either through phone or online by using the unique Telephone-Personal Identification Number ("T-PIN") or other particulars



as may be stipulated. In case of requests made over the telephone, Cardholders should note that the Bank reserves the right to record on tape all conversations with the Cardholder and use the recordings if required, to establish that the Cardholder had initiated such request. All requests will be processed by the Bank and only those requests which fulfill the Bank's eligibility criteria will be given effect to.

- (ii) The Bank will on a best-effort basis generate the draft and mail/courier it to the mailing address of the Cardholder. The Bank shall not be responsible for delay or non-delivery or non-receipt of Drafts.
- (iii) The cash advance availed of would be debited to the Cardholder's Card Account on the day of placing the request for delivery of DD. All fees and charges would be calculated/ levied from the same date.
- (iv) An additional delivery fee per delivery may be levied over and above the transaction fee and interest on the DD amount.
- (v) This service shall be provided by the Bank through a courier ("Delivery Person"). For the purpose of identification, Cardholder should carefully check the identity card of the Delivery Person. The Cardholder may be required to show or provide copy of any authentication document as specified by the Bank to the Delivery Person. The Delivery Person is not bound to verify whether the signature on the reverse of the Credit Card is that of the Cardholder.
- (vi) DDs would be issued favoring the Primary Cardholder only. While placing a request for the delivery of the DD the Cardholder will have to provide his/her bank account details on which the DD needs to be drawn.
- (vii) In case of non-receipt or late delivery of the DD for any reason whatsoever, the Bank shall not be responsible for any losses, damages, liabilities that may be incurred by the Cardholder.
- (viii) If the draft is lost or stolen, the Bank must be informed immediately. The Bank may reissue the draft or will refund the principal amount of the Draft only through credit to the Card Account subject to receiving the request with a signed/filled indemnity of the Cardholder.
- (ix) Notwithstanding anything contained herein, the Bank shall not be obliged to authenticate the Cardholder's instructions, whether received over phone or online; or to verify whether the person conveying instructions and using the Cardholder's PIN/Password/User ID or other identifying details is the Cardholder or not. Bank may retain record of instructions received from the Cardholder, as the Bank may deem proper.
- (x) The Bank shall not be liable for non-delivery of the DD to the Cardholder for any reason including but not limited to non-presence of the Cardholder at the registered address at the time of delivery.
- (xi) DD will not be delivered outside India and shall be subject to-such geographical limits as the Bank may impose.

## **10. INSTALLMENT FACILITY**

Installment Facility means the EMI Facility and the Personal Loan on the Credit Card Facility.

### **10.1. EMI Facility**

- (i) The Primary Cardholder, on making a retail purchase of ₹3,000/- or more can call up the Bank's Customer Contact Centre within 15\* days of the purchase and ask for conversion of the said retail transaction amount to EMIs for a tenure of 3 / 6 / 9 / 12 / 36 / 48 months.
- (ii) The final approval of conversion of a retail transaction to the EMI Facility is subject to the discretion of the Bank.
- (iii) In case the Cardholder has multiple retail purchase transactions, he/she can convert each transaction into EMI (provided each transaction amount is greater than Rs. 3000) or convert eligible transactions into EMI as per Bank's existing policy at the time of conversion. Multiple EMIs would be made for multiple transactions subject to a maximum of 65% of the Credit Limit.
- (iv) The Bank may offer to a select set of Cardholder at its sole discretion, the option to convert retail purchases aggregating ₹3000\* or more to EMIs for a tenure of 3 / 6 / 9 / 12 / 36 / 48 months\*.
- (v) All EMI requests (including transactions done on Add On Card) must be made by the Primary Cardholder only. The EMI conversion requests may be made via our Customer Contact Center, Net Banking, Mobile Banking or any other channel authorized by the Bank from time to time.
- (vi) If the Cardholder's Credit Card balance is revolving at the time of request for transfer of retail purchase to EMI, he will continue to be charged the applicable Credit Card charges on his revolving balance till the time the transfer to EMI actually takes place. For details of the applicable interest rates on the different variants of the Cards, please refer Schedule of Charges, available at [www.kotak.com](http://www.kotak.com).
- (vii) EMI schedule will begin from the date of conversion of retail transaction and will continue over the

EMI tenure. First EMI monthly installment would reflect in the Card Account Statement subsequent to conversion of retail transaction to EMI.

- (viii) The Cardholder may make the request for cancellation of EMI in writing or may call up the Bank's Customer Contact Centre before the payment due date of the first EMI monthly installment. On receipt of this request, the outstanding EMI principal amount is moved back to Cardholder's retail balance and Cardholder would be required to make the payment of MAD to not become delinquent.

#### 10.2. Personal Loan on Credit Card Facility (PLCC Facility)

- (i) PLCC Facility may be made available to Cardholders at the sole discretion of the Bank based on the profile, credit behavior and any such other criteria that the Bank may determine.
- (ii) The loan amount shall be disbursed to the Cardholder in the form of a cheque / pay order /draft or transfer to the Cardholder's account with the Bank/any other Bank accounts via NEFT/IMPS.
- (iii) The Cardholder can avail one loan at a time which should be within 65% of the credit limit. The loan will be available for such period as the Bank may decide. The rate of interest on the loan, the amount of transaction fees and the tenure for the payment of the EMIs of the loan and other payment particulars will be specific to a Cardholder as decided by the Bank from time to time in its sole discretion and intimated to the Cardholder prior to disbursement of the loan.
- (iv) The Bank may also offer a loan amount over and above the existing credit card limit as per Bank's discretion.
- (v) The Cardholder acknowledges that the interest rate applicable on the loan shall be as per the particular loan offer under the PLCC Facility. The amount of the EMIs of the loan together with other details of the loan (including rate of interest, fees, etc.) shall be communicated to the Cardholder by the Bank.
- (vi) Cardholder agrees and undertakes that the loan amount shall not be used for speculative, capital market investments or money laundering and/or anti-social purpose.

#### 10.3. General Terms and Conditions applicable for Installment Facility

- (i) The Installment Facility will be subject to transaction / processing fee as may be specified by the Bank from time to time. The transaction / processing fee shall be debited from the Credit Card Account of the Cardholder and shall form part of the minimum amount due appearing in the monthly statement.
- (ii) Service Tax, GST, any / all applicable taxes from time to time (including applicable cess and surcharge) at the applicable rate will be levied on the interest / finance charges component, on the processing fee, on the pre-closure fee, if any, and on any other billed financial charges / fees as may be applicable from time to time.
- (iii) No request will be entertained to change/modify the Installment facility, once opted for by the Cardholder.
- (iv) The Bank reserves the right to change the tenure and interest rate during the term of the Installment Facility with due intimation to the Cardholder.
- (v) Monthly installment is calculated as (Principal Amount + Interest charge if any)/Tenure. The Bank's calculation of the monthly installment amount, which is reflected in the monthly Card Account Statement, is final. Under no circumstance can the computation of the monthly installment amount be challenged /questioned by the Cardholder.
- (vi) On availing the Installment facility the Credit Limit on the Credit Card will be blocked for the amount of loan availed / which gets converted to EMI at the time the Cardholder's request is processed. The Credit Limit will be released as and when the Installment amount is billed and paid for in subsequent months.
- (vii) 100% of the processing fees and EMI amount under the Installment Facility will be included as part of the minimum amount due appearing on the Card Account Statement.
- (viii) Nonpayment or under payment of minimum amount due would attract normal late payment fees and an applicable interest rate on the unpaid billed EMI under the Installment Facility. For details of the applicable interest rates on the different variants of the Cards, please refer Schedule of Charges, available at [www.kotak.com](http://www.kotak.com).
- (ix) The Installment Facility will be cancelled / terminated when the Credit Card becomes delinquent or blocked before all the installments have been charged. The outstanding principal amount will be moved back to the Cardholder's retail balance and would call for interest rate to be charged on the unpaid billed principal & unpaid billed monthly installments.
- (x) The amounts converted to avail the EMI Facility or the loan availed under the PLCC Facility will not earn any reward points.

- (xi) On availing the Installment Facility the reward points if any that have been accrued on the original Transaction shall be reversed
- (xii) Further payment of the total loan amounts under the Installment Facility shall not lead to an automatic closure of the said Installment Facility. The Cardholder shall be liable to pay prepayment charges @ 4 % on the outstanding principal. The Bank reserves the right to revise the prepayment charges at its discretion. A pro-rated interest equivalent to the amount of interest accrued between the last cycle date and day of foreclosure will be billed to the Cardholder.
- (xiii) The Bank reserves the right at any time, without previous notice, to add, modify or amend any of these terms and conditions or to withdraw the Installment Facility altogether.
- (xiv) In the event the Credit Card is closed prior to all the installments being charged, the outstanding availed under the Installment Facility shall be debited to the Credit Card Account as one consolidated amount.
- (xv) Delay in the payment of any installments on their respective due dates shall attract the usual Credit Card late payment charge and interest on the unpaid installment. It is hereby clarified that in the event, the Cardholder does not pay or delays in payment of the outstanding's on his Card, interest and all such other charges as applicable shall be levied on all charges as are incurred on the Card including but not limited to the EMI under the Installment Facility due for that month. The aforesaid is without prejudice to the Bank's right to discontinue the Installment Facility and demand immediate repayment of the entire balance outstanding.
- (xvi) Any payment made into the Card Account over and above the EMI under the Installment Facility shall not be deemed to be payment towards the Installment Facility and the excess amount shall be apportioned as per Clause 15.2(v) of the Cardholder Agreement.

## **11. BALANCE TRANSFER FACILITY**

- 11.1. The Balance Transfer facility ("BT facility") offers a promotional rate of interest for the period as opted by the Primary Cardholder as per the available schemes offered by Kotak Mahindra Bank. No request from an Add on Cardholder will be entertained in this regard.
- 11.2. The BT Facility can only be availed in respect of the outstanding balance transferred from other credit card accounts. This facility cannot be availed of to transfer balance from another Kotak Mahindra Bank Credit Card.
- 11.3. Balance transfer facility is available at the sole discretion of the Bank. The Balance Transfer facility can be taken for a period of 90days or on EMI basis, decided by the Bank.
- 11.4. For existing Cardholders of the Bank, the final approval of the transfer of balance is subject to the performance on Card at the time the request is received.
- 11.5. Balance Transfer requests will not be processed for amounts less than ₹ 2,500/- & greater than 75% of the Credit Limit.
- 11.6. Under the Balance Transfer offer the Credit Limit on the Card will be blocked for the amount, which has been transferred.
- 11.7. During the promotion period, any amount paid in excess of the Total Amount Due for the billing cycle shall be adjusted against the outstanding balance transfer amount and the Credit Limit will be released to such extent.
- 11.8. The Bank will send the Demand Draft (DD) favouring the other credit card for the Approved Transfer Amount to the Cardholder's mailing address to be deposited in the Cardholder's other credit card account and till such time the Cardholder should continue to make payments into his other credit card account. The Bank may also transfer the funds via NEFT/IMPS to other bank credit card.
- 11.9. The Bank will not be held liable for Service Charges or Late Payment Charges debited to the Cardholder's other credit card account for any reason whatsoever.
- 11.10. The amount of the balance transferred from the Cardholder's other credit card account will not earn any rewards points that may be applicable.
- 11.11. The Cardholder shall be charged interest at such rate as may be prescribed by the Bank on the balance transfer amount. Currently the interest rate is 0 % per month\* on the balance transfer amount for a period of 90 days ("promotion period").
- 11.12. The promotion period for the BT facility shall commence from the date of the cheque/DD/Pay order/NEFT/IMPS favouring the other credit card issuer or the date the amount is charged to the Card Account whichever is earlier). Post the promotion period, if there is any outstanding balance with respect to the balance transfer amount then the same would be charged at applicable interest rate. For details on interest rates on the different variants of the Cards, please refer Schedule of

Charges available at [www.kotak.com](http://www.kotak.com). The interest would be charged from the end of the promotion period till the date of full payment of the outstanding balance transfer amount. The payment made by the Cardholder is allocated as per the apportion logic mentioned in this Agreement.

- 11.13. No interest would be charged to the Cardholder's Card Account if he makes payment of the Total Amount Due for the billing cycle during the promotion period.
- 11.14. Daily Balance method will be used to calculate interest on any balance being carried forward as defined in the Cardholder Agreement after the promotion period.
- 11.15. The Bank reserves the right to modify the interest rates on the BT facility.
- 11.16. During the promotion period, the Balance Transfer amount shall not form part of the Total Amount due or Minimum Amount Due. However, the balance transfer amount shall be reflected in the Cardholder's monthly Card Account Statement during the promotion period under the Total Amount Outstanding (including BT, EMI & Loans).
- 11.17. A one-time processing fee will be charged for every Balance Transfer. Currently the processing fee is ₹ 349/-\* per ₹ 10,000/- or part thereof of Balance Transfer amount. This processing fee along with applicable service tax, GST, any / all applicable taxes from time to time will be billed in the monthly Card Account Statement.
- 11.18. Please note the following illustration demonstrating billing calculations with respect to the BT facility:  
If a Cardholder does a balance transfer of ₹ 20000/- & on the same day makes purchase of ₹ 15000 then the following would reflect on his statement:  
BT Processing Fee - ₹ 698/-  
Total Outstanding on the card (including BT, EMI & loans) = ₹ 35,698/-  
Total Amount due to be paid = Retail Purchases + BT Processing Fee ₹ 15,698/- (15000 + 698)  
Minimum Amount Due = BT Processing Fee + 10% of Retail purchases = ₹ 2198 (698 + 1500) (MAD taken at 10% for this example)  
No interest would be charged to the Card Account if he makes the total payment of the amount due for that particular month during the BT promotion period. So in the example if customer makes a payment of ₹ 15,698/-, no interest would be charged to Cardholder's Credit Card Account. However, if the Cardholder pays any amount lesser than the Total Amount Due then normal rate of interest would be levied on the outstanding balance.
- 11.19. Balance Transfer shall not be permitted from Credit Card Accounts which have an overdue status or where the credit limit has been exceeded.
- 11.20. The Bank may in its sole discretion refuse the Cardholder's request for a Balance Transfer without assigning any reason whatsoever.
- 11.21. Balance Transfer request once approved and processes cannot be cancelled.
- 11.22. Cardholder may request for transfer from multiple credit card accounts (provided the same are from banks other than Kotak Mahindra Bank). Cardholder has to request for all such balance transfers at the same time (which means multiple card transfer at the same time-it cannot be staggered).
- 11.23. If the Card Account gets closed before all the installments have been charged, the balance outstanding will get debited to the Card Account as one consolidated amount.
- 11.24. The Bank reserves the right to ask for any additional documents from the Cardholder.

## 12. Cash Back

- 12.1. The 10% Cash Back facility is available on Delight Platinum Credit Card and their Add-On Cards. Cash Back is available only on transactions undertaken at those Merchant Establishments which are classified under the 'Restaurants' & 'Entertainment' Merchant Category Code (MCC) as defined by VISA. This would include Bars, Pubs & anything else classified under Restaurants MCC. Entertainment would include Movie and Play theatres.
- 12.2. Cash Back is offered on transactions undertaken at only stand-alone outlets and not on outlets which are affiliated to any Hotels/ Shopping Malls / Departmental Stores etc. and classified under the "Hotel", "Grocery", "Apparels", "Departmental Stores" etc. Merchant Category Code as defined by VISA.
- 12.3. Cash Back on the Delight Platinum Card Cash Back will be available only on spending a minimum of ₹10,000 on categories other than dining and entertainment within the billing cycle.
- 12.4. Cash Back will be available up to a maximum of ₹ 600 including both Dining & Entertainment transactions in a monthly billing cycle. No Cash Back would be available on a single dining or movie transaction whose value exceeds ₹ 4000/-. Cash-back for a particular billing cycle will be credited in the next month billing cycle.
- 12.5. For the purposes of Cash Back, eligible transactions will be considered as per the date they get billed

and not the date on which the Delight Platinum Card is swiped by the Cardholder.

- 12.6. Any transactions which have been reversed or cancelled will not be considered for the purposes of the Cash Back.
- 12.7. The Cardholder would be billed the complete transaction amount and the Cash Back would appear as a credit entry.
- 12.8. If any Merchant Establishment has not mapped its MID (Merchant ID) under the correct MCC as defined by VISA then the Cardholder would not be entitled to any Cash Back.
- 12.9. Cash back will be reversed if the Cardholder's Account turns delinquent and will also not be offered on any new purchases unless the Cardholder makes completes payment of his Total Amount Due.
- 12.10. The Bank shall be entitled, at its sole discretion, to reverse any Cash Back inadvertently credited to the Card Account without any prior intimation whatsoever.

### 13. CO-BRANDED CARDS

- 13.1. Co-branded or affinity Cards issued by the Bank are included within the scope of the Terms and Conditions. Special features and benefits pertaining to the specific co-brand are communicated in the literature and application form of the co-brand card(s), from time to time and the Bank reserves the right to make changes to the features or benefits pertaining to the co-brand at any point and these will be communicated subsequently to the Cardholder in a manner the Bank deems appropriate.
- 13.2. For PVR Gold / Privy Platinum Credit Card, cardholder will become eligible for PVR tickets basis the billed transactions only as reflecting in the monthly Credit Card statement (Net-off reversal, if any)

### 14. LOST, STOLEN OR MISUSED CREDIT CARDS

- 14.1. The Cardholder is responsible for the security of the Card, Card Number or PIN and shall take all steps to ensure the safekeeping thereof.
- 14.2. The Cardholder shall report the loss of the Card, Card Number or PIN to the Bank by calling the Phone Banking number in his city immediately on such loss. The Bank will attempt to deactivate the Card immediately to prevent misuse.
- 14.3. However, in case of loss or misuse of Card or PIN due to burglary/theft, the Cardholder must also file a First Information Report ("FIR") with the local police immediately.
- 14.4. The Cardholder is protected from unauthorized transactions in case the card is lost or stolen. Eligibility grid for the insured amount through New India Assurance Company Ltd is mentioned below - Card Type Amount Insured per year

Card Type	Amount Insured per year (₹)
Silver Card	₹ 25,000
Gold Card	₹ 1,00,000
Platinum Card	₹ 1,25,000
Signature Card	₹ 2,50,000
Premium Cards	₹ 10,00,000

The Insurance claim will be processed as per Bank's discretion in the line with the Insurance policy terms. Bank can seek additional documents/supporting's (if required) which are not mentioned in the list of documents for processing of any claim(s).

All unauthorized transactions prior to 7 days of reporting of loss of Card to the Bank are eligible for insurance claim. Cardholder will be held liable for all the unauthorized transactions on the card prior to 7 days of reporting of loss of card to the Bank

The Cardholder is required to register a claim with the Bank by contacting them on below nos for registering the claim. For any further queries on your Kotak Credit card we request you to send an email through your internet banking account on our website [www.kotak.com](http://www.kotak.com) by using your Kotak internet banking user id and password.

Alternatively you may also contact our 24 hour Contact Center at 18602662666 ( local call rates apply ) & email us the documents mentioned below (CDF & FIR copy) @ [att.cards@kotak.com](mailto:att.cards@kotak.com) & [kotakcredit.cardalert@kotak.com](mailto:kotakcredit.cardalert@kotak.com), our customer care officers will be glad to assist you with detailed information regarding your query.

The Cardholder must submit the following mandatory documents to Bank within 7 days from the incident to register his / her claim -

1. Filled in Cardholder Dispute form
2. FIR copy
3. Passport copy (Complete 36/60 pages)
4. All other documents as required by the Bank/Insurance Company required for claim processing/investigation

In the event of claim not being settled in favor of the Cardholder, the liability for the unauthorized transactions rests with the Cardholder.

- 14.5 In case of loss of an unsigned Card, the Cardholder will be liable for all charges incurred on it.
- 14.6 If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through Visa Global Customer Assistance help-lines. In case the Cardholder uses the Visa Global Customer Assistance Service then the charges for usage of such services shall be borne by the Cardholder.
- 14.7 The Cardholder shall take cognizance of the fact that once the Card is reported lost, stolen or damaged and is subsequently found, the same cannot be used again and shall be promptly cut in half diagonally through the magnetic stripe and adequate care should be taken to prevent its misuse.
- 14.8 Provided that the Cardholder has in all respects complied with the Terms and Conditions, the Bank at its sole discretion shall issue a replacement Card for the lost/stolen Card at a prescribed charge.
- 14.9 The Cardholder will be fully liable for all the Charges on the Card in the event that it is lost, stolen or misused but not reported in writing as above to the Bank & Insurance Company and the Cardholder hereby indemnifies the Bank fully against an liability, loss, cost, expenses or damages that may arise due to loss, theft or misuse of the Card.
- 14.10 The Cardholder will, however be liable for all losses when someone obtains and misuses the Card or PIN with / without Cardholder's consent, or consent of an Add-On Cardholder.
- 14.11 In the event of the Bank determining that the Cardholder has acted fraudulently or acts negligent without reasonable care, the financial liability on account of the lost, stolen or misused Card/Card number/PIN shall be borne by the Cardholder.
- 14.12 The Cardholder will not be liable for any unauthorized transactions done on the Card from the time such Card has been reported lost/stolen/damaged and upon the Bank having suspended the Card Account. Liability of any transaction made on the Card post such reporting shall be that of the Bank. However, in case of dispute relating to the time of reporting and/or any transaction made on the Card, post reporting, the Bank shall reserve the right to ascertain the time and/or the authenticity of the disputed transaction.
- 14.13 The Card is issued to the person requesting issuance of the same. No other person is permitted to use the Card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all charges made with the card issued to you. **You must notify us immediately (on 24 hours customer service numbers), if the Credit Card is lost, stolen, mutilated, if used illegally under undue influence, physical assault, Terrorist attack, insanity after enforcing the contract, illegal matters i.e drug dealing, gun point threat or if you suspect that the Credit Card is being used without your permission.** In the case of loss or theft of the Card, you must file a First Information Report (FIR) immediately with the police at a police station nearest to the place of occurrence and also submit a copy of the FIR to us, with a detailed report of the incident. The Cardholder will, however be liable for all losses when someone obtains and misuses the Card or PIN with / without -Cardholder's consent, or consent of an Add-On Cardholder or if the Cardholder has acted fraudulently or acts without reasonable care, the Cardholder will be liable for all losses.

## 15. BILLING, STATEMENTS AND PAYMENTS

### 15.1 Billing & Statements:

- (i) The Bank will send the Primary Cardholder a monthly Card Account Statement to the mailing address last specified by the Cardholder to the Bank, billing him for all charges incurred by use of the Card including any Add-On Card issued, plus all charges applicable and provided for in the Terms and Conditions. No statement will be generated and sent to you for the period in which there has been outstanding due less than or equal to ₹100 and no transaction on the Card Account.
- (ii) The Bank will send the physical statements by regular post or courier to the mailing address of the Primary Cardholder. However the Cardholder may choose "e-mail" as a mode of delivery for his card statements. The Bank will discontinue sending physical statements in this case after the Cardholder consents to receiving statements on his registered e-mail. The Bank will only send electronic statements to Kotak NRI Credit Card holders at the "Preferred" e-mail ID updated in Primary

#### Cardholder Bank Profile.

- (iii) All charges incurred in foreign currency will be billed in the Cardholder's Statement in Indian Rupees only. The Cardholder agrees and hereby authorizes the Bank to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time increased by a certain percentage mark-up which will be clearly disclosed by the Bank and as mentioned herein below.
- (iv) The Bank will only provide duplicate Card Account Statement copies on the request of the Cardholder, for previous statements not beyond 12 (twelve) months. The Bank may at its sole discretion levy charges for issuing such duplicate Card Account Statements as disclosed by the Bank from time to time in its schedule of charges.
- (v) The Cardholder agrees that it is his responsibility to notify the Bank in case of non-receipt or discrepancy in his monthly statement within 15 days of his statement billing date. In case the Cardholder does not notify the Bank of any such event, the statement will be deemed to have been delivered and conclusive. Non-receipt of the statement for any reason is not a valid reason for non-payment of the amount due.
- (vi) The Statement provided by the Bank will carry the following details:
  - a. The "Total Amount Due" - The amount outstanding and payable before the Payment Due Date to avoid interest charges
  - b. The "Minimum Amount Due" - a portion of the Total Amount Due as determined by the Bank from time to time.
  - c. The "Payment Due Date" - the date by which the payment to be made by the Cardholder towards his outstanding balance to avoid late payment charges
  - d. "Total Outstanding Amount" on the Card is inclusive of Total Amount Due and outstanding principal on Balance Transfer, Loans and EMI. This amount shall be for the Cardholder's reference

#### 15.2 Payments:

- (i) The Cardholder acknowledges that he will owe and make payment to the Bank, for all charges incurred by the use of the Card(s) including all Add-On Card(s), plus all charges provided for in the Terms and Conditions.
- (ii) The Bank offers the Cardholder the option to pay on or before the 'Payment Due Date' only the 'Minimum Amount Due' indicated on the monthly Statement. The Bank may at its discretion at any time and with prior notice withdraw this payment option in relation to any Cardholder. If the Cardholder chooses to pay the "Minimum Amount Due" on the payment due date, he avoids Late Payment Charges. However if the Cardholder pays the Minimum Amount Due or any amount greater than the Minimum Amount Due but less than the Total Amount Due, then interest calculated on a daily accrual basis (as illustrated in Fees & Charges section) on the outstanding amount is payable at applicable interest rates. No interest would be levied if you choose to pay the "Total Amount Due". For details on applicable interest rates on the different variants of the Cards, please refer to the Schedule of Charges available at [www.kotak.com](http://www.kotak.com).
- (iii) The Minimum Amount Due shall be:
  - 5% or 10% of the Total Amount Due or such other amount as may be determined by the Bank at its sole discretion. Please note that EMIs, Joining Fees & all processing fees are added to your Minimum Amount Due in full.
  - If there is some unpaid Minimum Amount Due from the previous statements, it will also be added to the Minimum Amount Due of the current statement.
  - If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the Minimum Amount Due.
- (iv) The option to pay Minimum Amount Due shall not affect the immediate liability of the Cardholder and the Bank reserves the right to ask the Cardholder to make the full payment for total 'Closing Balance'.
- (v) Payments received against the Card outstanding will be apportioned as follows: all, taxes, fees and other charges, interest charges, EMIs, cash advances, purchases and balance transfer in that order. Payments made towards the Card outstanding are acknowledged in subsequent statements. All payments are to be made in Indian Rupees only. Any excess payments would be adjusted towards any outstanding EMI / Loan or BT in that order.
- (vi) Payments to the Card Account may be made in any of the following ways:
  - **Pay through Standing Instructions (Auto Debit)**

The Cardholder can instruct the Bank to pay Credit Card bill directly through his Kotak Mahindra Bank account by giving a written instruction to debit the payment from such account every month on the payment due date. The Cardholder can choose to instruct the Bank to debit account for the Minimum Amount Due or Total Amount Due. In case the payment due date falls on a Sunday or a holiday, the amount would be debited from such account the previous working day. To know more on this the Cardholder should call the Bank's Customer Contact Centre. It is mandatory for a Kotak NRI Credit Cardholder to give Auto Debit instruction of his NRE / NRO savings account with the Bank for the payment of Total Amount Due.

- **Pay online through Kotak Mahindra Bank Account**

As a Kotak Mahindra Bank savings/ current account holder the Cardholder can pay Credit Card bill online from the comfort of his home or office. For such purpose the Cardholder may Log on to [www.kotak.com](http://www.kotak.com). If the Cardholder does not have an Internet password for his Kotak Mahindra Bank account, the Cardholder may call the Bank's toll free Customer Contact Centre. A Kotak NRI Credit Cardholder can pay online only through his Kotak Mahindra Bank NRE / NRO savings account.

- **For online payment from your savings account with any other bank**

Credit card dues can also be paid from any of your other bank account/s through banking electronically if your bank has enabled the NEFT (National Electronic Funds Transfer) facility. You may use the Transaction code 52 and IFS code "KKBK0000958" for Kotak Mahindra Bank as the destination bank. To know more refer Net banking Features on [www.kotak.com](http://www.kotak.com).

- Log on to your Non Kotak Bank Site
- Select NEFT option
- Register for Payment to Kotak Credit Cards
- Enter the details - (these could be specific to the bank's site)
- Payee Name - 4166xxxxxxxxxxxx Customer Name
- Select Option - Account Type as 52 for NEFT
- Select Location City - Mumbai
- Select destination bank - Kotak Bank
- Bank code MAIN BRANCH MUMBAI - IFSC Code -KKBK0000958
- Update Payee Account No - 4166xxxxxxxxxxxx (Provide your correct 16 digit Kotak Credit Card No)

A Kotak NRI Credit Cardholder can also make payment towards his Credit Card bill using NEFT mode of transfer from other bank's NRE/NRO accounts.

- Pay by cash at the branches

The Cardholder may pay his Credit Card bill by depositing cash at Kotak Mahindra Bank branches only at specified locations during banking hours. The payment will be reflected in the Cardholder's Credit Card Account within 24 hours. The list of branches where the Cardholder will be able to pay his Credit Card bill by cash deposit is available at [www.kotak.com](http://www.kotak.com). Kotak NRI Credit Cardholders cannot make payment towards their Credit Card Bill by paying cash at the branches.

- **Pay through cheque or demand draft**

All the Cardholder need to do is make a local or at par current dated cheque/draft payable to Kotak Mahindra Bank Credit Card No. (Please mention correct 16 digit Credit Card no.). The Cardholder should remember to write his name and contact details on the reverse of the cheque. The Cardholder should not drop outstation cheques or post dated cheques as they won't be accepted for payments. The cheque/draft should reach the Bank on or before the payment due date. Kotak NRI Credit Card holders can make payment towards their Credit Card Bill by drawing cheque or demand draft from his NRE/NRO account.

The Cardholder may drop cheques/drafts at:

- Kotak Mahindra Bank ATMs available only at specified locations
- Partner drop boxes available only at specified locations

- **VISA Credit Card Payment**

The Cardholder can transfer money from your VISA debit card to pay his Credit Card bill. A Kotak NRI Credit Cardholder can make payment through a VISA Debit card issued on his NRE/NRO account.

- (vii) The cheques/ drafts forwarded to the Bank for clearance of dues must be drawn payable at cities as specified by the Bank and where the Cardholder has his/her bank account or should be payable at par. Cheques payable at cities other than where the Bank has branches, will not be accepted and the



Bank shall not be liable for any liability arising out of this or interest or other charges that may accrue to the Cardholder Account owing to the same. The Bank would return the out stationed cheque only at the request of the Cardholder. The list of cities where the Bank branches would accept cash will be available on the Bank's website. However, this list is liable to change without notice.

- (viii) Any purchases made and a subsequent cancellation thereto is two different transactions.  
The Cardholder must pay for the purchase transactions that appear on the monthly Statement to avoid late payment fee or any other charges. The refund will be credited to the Card Account (less cancellation charges if any) as and when these are received by the Bank. If the credit is not posted to the Card Account within 30 (thirty) days from the date of the transaction, the Cardholder should notify the Bank immediately.
- (ix) In case of any delay in payment or if the cheque/ draft is dishonoured or in the event of contravention of the Terms and Conditions stated in this Agreement, the Bank at its own discretion will be entitled to withdraw the credit facility provided under the Card immediately without prior notice to the Cardholder, cancel or suspend all Card(s) issued and the full outstanding balance will become immediately due and payable. The Bank may also instruct the PMEs not to honour the Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin or otherwise.
- (x) The Bank will levy a fee in case of any dishonoured or returned cheque /draft. The fee in respect of a returned instrument will be determined by the Bank from time to time as intimated by the Bank.
- (xi) The Bank is entitled at its discretion to undertake all necessary measures to recover the outstanding balance and this may include filing a criminal case under the Negotiable Instruments Act, 1881.
- (xii) The Cardholder acknowledges and accepts that, the Bank or its appointed representatives, may at any time, follow up with him for payment in respect of Transactions/ charges/ fees earlier incurred on the Card. The Cardholder also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by the Bank for related and incidental matters, including but not limited to charges for renewal/replacement of a Card, for a duplicate statement/charge slip, Transaction fee for cash advance, penal charges for returned payments and similar expenses, taxes, and in the event of legal action initiated, all legal expenses and the principal amount with interest.
- (xiii) The Bank at its sole discretion may reject all post-dated cheques.
- (xiv) Cardholder is liable to pay any charges arising due to wrong mention of the 16 digit credit card number on the cheque/draft issued towards payment

## **16. DEATH OR PERMANENT DISABILITY OF A CARDHOLDER**

Without prejudice to anything contained herein, in the event of death or permanent disability of a Cardholder, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion to recover any Card Account(s) outstandings, including recovery of the Card outstandings from any applicable insurance cover or from the heirs/executors/administrators of the Cardholder.

## **17. EVENTS OF DEFAULT**

- 17.1 The occurrence of any of the under mentioned following events (herein referred to as "Events of Default") shall be deemed and shall qualify as an Event of Default:
  - (i) The Cardholder fails to pay any amount due to the Bank within the stipulated period;
  - (ii) If default shall have occurred in the performance of any covenants, conditions or agreements on the part of the Cardholder under these Terms and Conditions;
  - (iii) If any payment instruments including cheques and/or Standing Instructions delivered to the Bank are dishonoured or not paid on the due date thereof or not encashed / acted upon for any reason whatsoever on presentation being made;
  - (iv) If any representation made by the Cardholder or given to the Bank in the Card Application or otherwise proves to be incorrect, misleading, false, fraudulent or incomplete, including, but not limited to income and/or identification paper/documents forwarded to the Bank;
  - (v) In the event of death of the Cardholder or incase of total and/or permanent disability.
  - (vi) In case the Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardholder declaring him an insolvent;
  - (vii) If there is any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of Bank jeopardizes the interests of the Bank;
  - (viii) If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct etc. are taken against the Cardholder;

- (ix) In case of default in performance of any of the terms, covenants, conditions and obligations of any other loans/ facilities provided by the Bank or any other banks, financial institutions or other persons to the Cardholder;
  - (x) In the event that the Cardholder fails to furnish any information or documents required by the Bank or at any point of time fail to comply KYC norms of the Bank.
- 17.2 Without prejudice to all other rights the Bank may have under these Terms and Conditions, on the occurrence of an Event of Default, the Cardholder will be sent reminders from time to time by representatives of the Bank including third parties appointed by the Bank for settlement of any outstanding on the Credit Card Account or for taking any remedial action on the Account/Cardholder, by visits (of representatives of the Bank/third parties appointed by the Bank in this regard), post, fax, and telephone, electronic mail, SMS messaging and / or engaging its representatives to remind, follow up and collect dues. The Bank and any such third party so appointed shall adhere to the Bank's Fair Practice Code for collection of dues as modified from time to time.
- 17.3 In the event that the Cardholder commits any act of default, notwithstanding anything to the contrary herein, or any other agreement / document of understanding between the Cardholder and the Bank, the Bank at its sole discretion will be entitled to:
- (i) Withdraw all Card facilities extended to the Cardholder either temporarily or permanently, whereupon this Agreement shall be deemed to have been terminated forthwith.
  - (ii) Call upon the Cardholder to pay forthwith all outstanding balances on the Card, along with all the interest / charges and fees payable by the Cardholder to the Bank under these Terms and Conditions and/or other agreements, documents or instruments between the Cardholder and the Bank.
  - (iii) Exercise the Bank's right to lien and set-off the amount outstanding against any monies/ deposits/ accounts standing in the Cardholder's name in the Bank or transfer or apply monies at law.
  - (iv) Proceed independently of any right of lien / set-off to recover all outstandings due from the Cardholder to the Bank, in a lawful manner deemed fit by the Bank.
- 17.4 If Cardholder(s) does not pay at least the Minimum Amount Due, this will be reported in the monthly submissions to the credit bureaus, authorized by the Reserve Bank of India (RBI). Cardholder (s) will be reminded in each subsequent statement to pay their dues. Balance outstanding for a period greater than 6 months will result in the Cardholder being reported as a 'willful defaulter'. The statement shall be construed as a notice for reporting of this status of the Cardholder. If requisite payment is made, Cardholder's record will be updated as 'current' in the next update to the Credit Bureau.
- 17.5 The Bank shall be entitled to withdraw any default report issued in case:
- (i) The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank.
  - (ii) A court order/verdict has been received instructing the Bank to de-list the Cardholder against the Bank in a legal suit filed by or against the Bank. Decisions are taken on a case to case basis upon individual reviews.
  - (iii) In the abovementioned scenarios Cardholders record will be updated as 'current' in the next monthly refresh to the credit bureau.
- 17.6 In the event of default the Bank shall, without prejudice to any of its specific rights under the Agreement, be absolutely entitled at any time and with prior notice to the Cardholder combine and consolidate all or any of the Cardholders accounts and set off or transfer any sum or sums standing to the credit of any one or more of such an account or exercise lien / banker's lien over any property held by the Bank in any other respect whether such liabilities be actual or contingent, primary collateral and several or joint.
- 17.7 The Cardholder expressly acknowledges and accepts that if the Cardholder holds two or more Kotak Credit Cards and an Event of Default occurs in respect of one of the Credit Cards, the Bank is authorized to block the Credit Limit as made available to the Cardholder under all his other Kotak Credit Cards, as well as withdraw such privileges / benefits as made available under all such Credit Cards.

## **18. CHARGES & FEES**

- 18.1 Joining fees, annual fees and renewal fees are applicable on the Card of both the Primary Cardholder and the Add-On Cardholder unless indicated/communicated by the Bank. The fees and charges may vary for each Cardholder.
- 18.2 The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card or PIN, and for issue of any Add-On Card, as notified from time to time and/ or any fees/charges for the

- Transactions carried out on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time to time.
- 18.3 Subject to the discretion of the Bank, Payment Due Date on your Card can be between 18 and 21 days after the Statement Date (Please check your statement for your exact Payment Due Date). Therefore free credit period can range from 18-48 days to 21-51 days depending on your Payment Due Date The Bank has the right to change grace period at any time, with prior notice to the Cardholder.
- 18.4 The Cardholder agrees that the said interest free credit period will not be applicable in the event the Cardholder is unable to clear the previous month's balance in full. Any such fees and/or charges will be debited automatically from the Card Account at the time the fee or charge is incurred/ billed.
- 18.5 Cardholder should be advised that some ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the Card Account.
- 18.6 A Service Tax, GST, any / all applicable taxes from time to time including cess or as determined by the Government of India from time to time, is applicable on all fees, interest and other charges as per the Government of India regulations. The Cardholder shall be bound to pay for the same. This levy of service tax is subject to change as notified by the Central Government from time to time. The Cardholder also agrees to pay any other applicable tax that might be announced by the Government from time to time.
- 18.7 The Cardholder authorizes the Bank to deduct from his Card Account, and indemnifies the Bank against, any costs, charges and/or expenses that the Bank may incur in collecting money the Cardholder owes the Bank in connection with his Card (including without limitation, reasonable attorney's fees to the extent permitted by law).
- 18.8 The Bank may choose to waive all or any fees / charges for certain Cardholders or for a certain period of time. The Cardholder agrees that this does not give the Cardholder any implicit right for the waiver of any fee / charge and such waiver will be provided at the sole discretion of the Bank.
- 18.9 Notwithstanding that the Cardholder shall become liable to pay immediately for a transaction incurred, which has been incurred with the use of the Card, if there are any outstandings (whether billed or not; above or below the Minimum Amount Due) remaining unpaid as on a Payment Due Date, then such outstandings shall bear and carry a interest charge in addition to a late payment charge (if applicable). The interest charge levied may be Card type or Cardholder specific and may be based on usage and payment patterns. The Bank will disclose the interest charge applicable to the Cardholder either in the schedule of charges; monthly statement; email notification or letter to mailing address or any other promotional material deemed suitable by the Bank. However, this interest charge is liable to change without notice and will apply at such rates as the Bank may from time to time decide from either of the following events:
- 18.10 If the Cardholder makes a payment less than the total closing balance, the entire outstanding from the date of billing will attract a interest charge. All Transactions incurred after the billing date but not included in the Statement will also attract an interest charge from the date that such Transactions are effected by the Cardholder. This interest charge will be calculated on the daily balance and will be billed in the monthly statement. Interest charge on the unpaid amount (difference between 'total amount due' and the amount paid) shall continue until payment of the entire amount.
- 18.11 Any portion of the 'Minimum Amount Due' remaining unpaid shall be carried forward and added on to the 'Minimum Amount Due' for the next monthly Statement and bear and carry a interest charge as described above.
- 18.12 In case the 'Minimum Amount Due' or any portion of this amount is unpaid before the 'Payment Due Date', a late payment charge as applicable will also be levied. This late payment charge is disclosed in the schedule of charges and is subject to change. Any Minimum Amount Due or portion thereof that has been paid shall cease to carry the interest charge after the date of receipt of payment by the Bank.
- 18.13 All Transactions incurred by the use of the Card shall bear and carry a transaction fee and an interest charge (if applicable) at the rate determined by the Bank from time to time.
- 18.14 The exchange rate used for all foreign currency transactions will be decided by the Bank and will be binding on the Cardholder.
- 18.15 In the event that the total outstanding exceeds the Credit Limit, an additional charge will be levied on the total outstanding exceeding the Credit Limit. This charge is disclosed in the schedule of charges and is liable to change without notice and will apply at such rates as the Bank may from time to time decide.
- 18.16 Charges and fees, as may be applicable from time to time, are payable by Cardholders for defaults

committed by him, with reference to his Cardholder Account or for specific services provided by the Bank to the Cardholder.

- 18.17 Fuel & Railway Surcharge Waiver is offered to the Cardholders on transactions undertaken through their Card at only those Merchant Establishments which are classified under the 'Fuel' & 'Railway' Merchant Category Code (MCC) as defined by VISA. This would include all Petrol Pumps, Railway Ticket Counters & Indian Railway's official ticket booking website. Please refer to the Tariff Annexure for minimum & maximum transaction amounts eligible for the waiver and also the maximum amount of waiver that may be availed of. Surcharge waiver would appear in the Cardholder's Card Account Statement following the transaction date. The Cardholder would be billed the complete transaction amount and the surcharge waiver would appear as a credit entry. If any Merchant Establishment has not mapped its MID (Merchant ID) under the correct MCC as defined by VISA then the Cardholder would not be entitled to any surcharge waiver. The Fuel Surcharge Waiver feature is not available on Urbane, Trump/Feast, PVR Gold & PVR Platinum/ Essentia Platinum Credit Cards. The Railway Surcharge Waiver feature is not available on Urbane, Fortune, Feast/Trump PVR Gold & PVR Platinum / Essentia Platinum and Silk Inspire Platinum Credit Cards.
- 18.18 In the event of cancellation of Railway Ticket, the surcharge amount waived shall be reversed and the same shall be debited from the Card Account of the Cardholder.
- 18.19 Interest will be charged to you on a daily accrual basis if you do not pay the previous bill amount in full on or before the due date; Interest will be charged from the date of transaction until the date of settlement. Interest rates can change/increase upto 3.5% per month (42.0% Annualised) periodically based on your spends, payback & utilization patterns. Interest would also be charged if the full payment is received after due date but before the next statement date. If you have been making a partial payment but you have paid the current statement outstanding in full on or before Payment Due Date then Interest will be charged on the total outstanding of the current statement till the date of full payment. The interest so charged will reflect in subsequent statement. E.g 20th June statement total balance is Rs.5000. Payment Due Date 8th July. Payment of Rs.5000 made on 1st July. Interest on Rs.5000 for 10 days will be billed in 20th July statement.
- 18.20 All Cash Advances/Withdrawals would be also charged at the applicable interest rates from the date of transaction until date of settlement.
- 18.21 Kotak Fortune & Kotak Aqua Credit Cardholders would enjoy an interest free period for all cash advances also. This interest free period starts from the date of the cash withdrawal and ends at the payment due date of that particular billing cycle. Interest will be charged at applicable interest rates if there is cash balance outstanding after the payment due date of that particular billing cycle and this would be charged from the date of transaction.

## **19. SCHEDULE OF CHARGES**

- 19.1 All fees and charges applicable to the Cardholder and payable by him is set out in the Schedule of Charges as set out in the Most Important Terms and Conditions (MITC) handed over to the Cardholder separately and also displayed on the Bank's website.
- 19.2 All Fees & Charges specified in the Schedule of Charges are subject to modification based on periodic review by the Bank. Any change in such fees and charges will be communicated to the Cardholder from time to time. The Bank also reserves the right to introduce any new fees or charges, as it may deem appropriate, with due intimation to the Cardholder.

## **20. EMERGENCY SERVICES FROM VISA**

The communications and arrangements for emergency services for Kotak Mahindra Bank Visa Cards are provided by a third-party service provider and are paid for by Visa International. The Cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The medical and/ or legal professionals suggested and/or designated by Visa third party service providers are not employees of Visa third party service providers' or employees or contractors of Visa therefore, they are not responsible for the availability use, acts, omissions, or results of any medical, legal or transportation service. The Bank or any branch of the Bank worldwide does not accept any responsibility for the arrangement or the use of such services.

## **21. FEATURES & SERVICES BY THIRD PARTY**

- 21.1 The Bank reserves the right to add/ delete/ amend any or all of the features offered to the Cardholder with the Card. The Bank will attempt to add/ build promotional features around the Card. However, these will be on best effort basis only and any dispute arising from these promotional features will not be construed as the liability of the Bank.

- 21.2 The Bank may arrive at an arrangement with some merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However, the Bank shall not be responsible or accountable for any dispute that the Cardholder may have with such merchants.
- 21.3 The Bank may tie-up with third party service providers to offer their services to Cardholders at a discounted rate. The Bank makes absolutely no representations about the quality of their services and will not be responsible if the service in any manner is deficient or unsatisfactory.
- 21.4 The Bank shall not in any way be responsible for merchandise, merchandise warranty of the goods purchase or services availed of by the Cardholder from such third parties including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder.

## **22. ABILITY TO REFUSE PAYMENT**

Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, levy, lien, information or notice which the Bank in good faith believes and which calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, the Bank may, at its discretion and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain or withdraw any portion of his Credit Limit, and take any other steps required to recover the outstandings (if any) from the Cardholder.

## **23. ADDITION TO AND WITHDRAWAL OF FACILITIES**

- 23.1 The Bank may, at its discretion, make available to the Cardholder, more ATMs, EDC-POS, and/or other devices through shared networks for his convenience and use (hereinafter referred to as "Devices"). All fees, charges related to Transactions carried out by the Cardholder at these Devices, as determined by the bank from time to time will be recovered by a debit to the Card Account(s). The Cardholder understands and agrees that such shared networks may provide different functionality, service offerings and different charges for different services availed and/or locations.
- 23.2 The Bank shall, in its sole discretion, at any time, without prior notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other Devices within/outside India on the Card Account(s) and the Bank shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination. The Bank shall notify the Cardholder after the withdrawal, discontinuation, cancellation, suspension or termination of the facility. No institution other than the Bank shall have any liability or responsibility to the Cardholder with respect to the use of the Card to conduct Transactions on his Card Account(s).
- 23.3 Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given on a best effort basis, the Bank reserves the right to suspend, without any notice, access to ATM/EDC or other similar device or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

## **24. FOREIGN EXCHANGE GUIDELINES**

- 24.1 As per RBI guidelines, the Cardholder need not submit documentary evidence like invoice/bills for the use of the Card for the permitted purposes as per the exchange control regulations, if the remittance involved is less than the permissible limit or its equivalent and prima facie meets the exchange control regulations.
- 24.2 As per RBI guidelines, in case the amount on account of use of the Card during visits abroad exceeds the Cardholder's foreign exchange entitlements, the Cardholder should provide documentary evidence for the usage of foreign exchange utilized. The Bank is authorized to report the matter to the regional office of the exchange control department giving full details.
- 24.3 As per foreign exchange regulations, the Cardholder is not required to get his passport endorsed for every foreign currency transaction, however, should the regulations change, the Cardholder acknowledges that it is his sole responsibility to comply with such new regulations. The Bank however is not obliged to fill up or submit any documents on the behalf of the Cardholder and shall not be responsible or liable for any consequences for non-compliance of the same by the Cardholder.
- 24.4 The Bank shall issue Credit Card to an individual who is resident in India. The Bank will issue NRI Kotak Credit Card to only Non Residential Indians based on the statements/declarations made by the Cardholder in the Application Form submitted to the Bank. If there is a change in the residential status of the Cardholder then it shall be the duty of the Cardholder to immediately intimate the Bank about the same.

## **25. EXCLUSION OF LIABILITY**

25.1 The Cardholder acknowledges that the Bank shall be under no liability whatsoever to the Cardholder, in respect of any loss or damage arising directly or indirectly out of:

- (i) Any defect in goods or services supplied by the PME;
- (ii) Refusal by any other bank or PME to honour or accept the Card;
- (iii) Effecting Transaction instructions other than by a Cardholder, or misuse of Card due to the Cardholder's negligence, mistake, dishonesty, misconduct, fraud or handing over the Card to any person;
- (iv) Non-functioning / malfunction of the PA/Terminal, the Bank's network or other bank's network due to machine/mechanical errors/ failures, technical breakdown, etc;
- (v) The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender made and/or procured by the Bank or by any person appointed by the Bank or through any ATM/EDC machine;
- (vi) The exercise by the Bank of its right to terminate any Card or Card Account;
- (vii) Any injury to the credit standing and reputation of the Cardholder alleged to have been caused by the re- possession of the Card and/or, any request for its return or the refusal of any PME or Electronic Media to honour or accept the Card or seizure of all or any purchases made on the Card or the refusal of any service establishment/ mail order establishment to honour or accept the Card;
- (viii) Decline of a charge because of exceeding foreign exchange entitlement as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlement;
- (ix) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank or its agents or representatives;
- (x) Malfunction of any communication or other equipments resulting in the inability of the Cardholder to withdraw cash at any ATM;
- (xi) Decline of any Transaction due to any reason at an ATM / PME

25.2 The Bank accepts no responsibility and shall not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by the Bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.

25.3 The Bank shall not be responsible for any loss or damage caused to the Cardholder by reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank; the opinion of the Bank in this regard being final.

25.4 By applying for and availing the Card facility, the Cardholder grants express authority to the Bank for carrying out the Transactions performed by Cardholder. The Bank shall have no obligation to verify the authenticity of a Transaction made other than by means of the PIN.

25.5 The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Cardholder or any other person.

25.6 In the event a demand or claim for settlement of outstanding dues from the Cardholder is made whether by the Bank or any person acting on behalf of the Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner and the Cardholder absolves the Bank and its employees and officers of all liabilities in this regard.

## **26. KOTAK MAHINDRA BANK REWARDS PROGRAM**

The Bank may offer Reward Program(s) ("the Program") to the Cardholder depending upon the type of Card. This Program would enable a Cardholder to earn reward points on valid charges incurred on his Card by domestic/ international purchase of goods and services on the Card and any other charges as may be included by the Bank from time to time for the purpose of the Program. The Program will be subject to additional terms and conditions which will be communicated to Cardholders separately.

## **27. INDEMNITY**

- 27.1 The Cardholder shall indemnify and hold the Bank harmless against any loss or damages and expenses suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Card by the Cardholder(s) or any of their agents, employees and associates.
- 27.2 The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:
- (i) Negligence/mistake or misrepresentation or misconduct of the Cardholder
  - (ii) Breach/non-compliance of the rules/terms and conditions relating to the Card and the Card Account
  - (iii) Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents
  - (iv) ATMs/ EDC and similar electronic terminals or machines and errors that could occur while in operation; The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures.
- 27.3 The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with The Exchange Control Regulations of the RBI or any other applicable laws, rules and regulations.
- 27.4 The Bank will not be liable for any failure to provide the Card or to comply with the terms and conditions for any cause that is beyond the Bank's control. In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank acting in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions.
- 27.5 The Cardholder hereby agrees to indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card, in the event that it is lost and not reported to the Bank. In the event of Lost / Stolen Card which is reported, the Cardholder shall be liable to the Bank and hereby agrees to indemnify the Bank fully against any Civil or Criminal liability, cost, expenses or damages arising due to Lost / Stolen Card.

## **28. TERMINATION**

- 28.1 The Cardholder may choose to terminate his Credit Card facility at any time by way of a written request or by calling the Bank's Customer Contact Centre with a request to terminate all facilities and benefits thereto associated with the Credit Card. However the request for termination would not be taken if there is any outstanding on the Cardholder's account. The Cardholder needs to pay off all the dues outstanding on his/her account before requesting for a termination.
- 28.2 The Primary Cardholder can cancel the use of Add-On Card(s) by notifying the Bank in writing or through the Customer Contact Centre of the same but, notwithstanding the same, the Primary Cardholder will remain liable for all charges/fees incurred by use of the Add-On Card.
- 28.3 Post Cancellation/termination of the Card, Cardholder is liable to cut the card diagonally across the magnetic stripe and destroy it.
- 28.4 The Bank may suspend or terminate the Credit Card facility immediately at any time at its discretion or may at any time restrict the use of the Credit Card facility without prior notice if the Bank reasonably believes it necessary for business or security reasons. In the event of Bank terminating the Credit Card facility, all amounts outstanding on the Card Account (including Charges or Cash advances not yet debited) will become due and payable immediately. In such case, the Bank has the Cardholder's express authority to debit the Card Account for all withdrawals / transfers affected by the use of Credit Card / PIN as per the Bank's records, which shall be conclusive and binding.
- 28.5 In the event that the Cardholder changes the employment/profession or address or is transferred from their present posting or change the respective salary account/main bank account etc. (as the case may be), the Bank at its sole discretion shall have the right to discontinue the Card facility. The Cardholder specifically acknowledges that once the Card Account is cancelled/closed and privileges (including all benefits and services) of the Card stand withdrawn, reinstatement of the same is not automatic and will take place solely at the discretion of the Bank. On cancellation of the Card/termination to this Agreement (for any reason whatsoever), the Cardholder:
- (i) Must not use the Card;
  - (ii) Must cut the Card into half diagonally across the magnetic stripe and destroy it;

- (iii) Must make payments to the Bank in accordance with these Terms and Conditions
- 28.6 Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card, whether or not the same are the result of misuse and whether or not the Bank has been intimated of the destruction of the Card.

## **29. CHANGES IN TERMS AND CONDITIONS**

- 29.1 The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is cancelled before the date upon which any alteration is to have effect.
- 29.2 The Bank could make changes including (but not limited to) the purposes/reasons listed below:
- (i) Impose or increase fees, interest charges, taxes or charges relating solely to the use of the Card and PIN, or the use of an Add-On or replacement Card.
  - (ii) Increase the Cardholder's liability for losses relating to Transactions with his Card.
  - (iii) Adjust the Credit or Cash Limits applying to the Card Account.
  - (iv) The Bank may make a change without notice, if such change is necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions. The Cardholder will be notified if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.
- 29.3 Notification of these and any other changes may be given by the Bank by delivering it to the Cardholder personally or by posting it to his latest mailing address or through electronic-mail registered / recorded with the Bank. The Cardholder must notify the Bank of any change to his address promptly. Proof of posting to such last notified mailing address or electronic-mail shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered. The Bank may also give the Cardholder notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/ branch/ office or by a press advertisement or by a message in the monthly Statement or on its Internet website ([www.kotak.com](http://www.kotak.com)).
- 29.4 These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and b) apply in addition to the Bank's general Terms and Conditions and Rules for Accounts and Services and any other of the Bank's Terms and Conditions otherwise applicable. However, in case of conflict, these Terms and Conditions for Credit Card Facility shall prevail as regards Transactions under the Credit Card Facility.

## **30. DISCLOSURE**

- 30.1 The Cardholder hereby expressly authorizes the Bank for the purposes of credit verification or reference checks, protection of its interests etc., to disclose all / any information / documents relating to the Cardholder / the Cardholder Agreement and/or any other agreements or upon default committed by the Cardholder, to the Reserve Bank of India, Income Tax Authorities, tribunals, courts, judicial bodies, other banks, credit bureau, financial institutions or any other third party in conformity with the disclosure norms as applicable from time to time and as per the Credit Information Companies (Regulation) Act, 2005.
- 30.2 The Cardholder hereby agrees that the information furnished by the Cardholder in the application or otherwise may be further used by the Bank for marketing purposes to sell Card related offers, including but not limited to balance transfer, EMI offers, cash-related offers, insurance products, etc. from time to time. Further, the Bank may use this information to market other products of the Bank from time to time in conformity with the disclosure norms as applicable.
- 30.3 The Bank may also use the information provided by the Cardholder for marketing their products via telemarketing channels / calls or direct mail or any other channel of communication deemed fit by the Bank. The Cardholder hereby expressly authorizes the Bank to obtain the Cardholder's credit reports from The Credit Information Bureau of India Limited (CIBIL) or any other Credit Information Companies as and when the same is required by the Bank for the purposes of credit verification or for the purpose of the credit review of the Cardholder
- 30.4 The Cardholder expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and



authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardholder Agreement relating to operations and administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardholder any payments and other amounts due from the Cardholder under the Cardholder Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Cardholder, receiving cash / cheques / drafts / mandates from the Cardholder and giving valid and effectual receipts and discharge to the Cardholder. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank.

30.5 Notwithstanding the above, in the event of any default by the Cardholder, the Cardholder expressly accepts and authorizes the Bank (and/or any such third party as the Bank may select) to contact third parties (including the family members of the Cardholder) and disclose all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select).

### **31. CIBIL**

The Credit Information Bureau of India Limited (CIBIL) and other credit bureaus is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling Cardholders to avail of better credit terms from various institutions. All banks and financial institutions participating in this initiative are required to share Cardholder data with CIBIL and other credit bureaus. In view of the above, the Bank wishes to inform the Cardholders that the Bank shall be reporting the data pertaining to the Cardholders' Account with them to CIBIL and other credit bureaus. This data will be updated on a regular basis for all its Cardholders. The Cardholder further acknowledges that the Bank is entitled to share such information without providing prior notice to the Cardholder, and that such information may pertain to positive or negative performance/default by the Cardholder.

### **32. JURISDICTION FOR DISPUTE AND SETTLEMENT**

32.1 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the laws of India. The mere fact that the Card can be accessed by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Card Account(s) of the Customer and/or the use of the Card.

32.2 Any dispute, difference and/ or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator to be appointed by the Bank. Any arbitration award/ direction passed shall be final and binding on the Parties. The language of the Arbitration shall be English and the venue of such arbitration shall be at Mumbai.

32.3 This clause 32 shall survive termination of the Cardholder Agreement

### **33. ADDITIONAL TERMS AND CONDITIONS FOR SERVICES AVAILED THROUGH ALTERNATE CHANNELS**

The Cardholder agrees that availing of Services through Alternate Channels is subject to the following terms and conditions as well as the general business conditions of the Bank and the rules for conduct of Accounts as may be issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the RBI or any other authority. In case of conflicting terms and conditions, the terms and conditions for these Services through Alternate Channels shall be relevant.

33.1 Definitions:

"Alternate Channels" / "Electronic Banking" includes Phone Banking, Internet Banking, and Statement by Email, Mobile Banking, and Mobile Alerts available to Primary Cardholder.

"Alerts" means the customized messages in response to the Triggers sent as Short Messaging Service

("SMS") to the Cardholder over his mobile phone or as an e-mail to his specified e-mail address.

"Business Hours" means the time period for which the Bank is open for business on working days and the Business Hours may vary for each branch / office of the Bank, as may be notified from time to time.

"CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Facility.

"Triggers" means the customized triggers to be set or placed by the Primary Cardholder with the Bank with respect to specific event/ Transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Cardholder.

### 33.2 Services:

Services through Alternate Channels are provided by the Bank at its discretion and only as a convenience to the Customer ("Services"). The Cardholder may avail the Service at his own risk. In addition to these Terms and Conditions, Cardholder shall comply with the guidelines for the use, access and operation of the Services through Alternate Channels as may be issued by the Bank from time to time.

### 33.3 Cardholder Identification and Authentication:

- (i) Electronic Banking is permitted only after authentication of the Cardholder by means of Password/ PIN/ User ID or other identifiers of the Cardholder as stipulated by the Bank. The Cardholder hereby grants express authority to the Bank for carrying out any Transaction received by the Bank through Alternate Channels (using his Password/ PIN/ User ID), post authentication and the same will be deemed to have emanated from such Cardholder. The Bank shall have no obligation to verify the authenticity of any Transaction request received through Alternate Channels or purporting to have been sent by the Cardholder other than by means of verification of the Password/PIN /User ID. The Bank will not be liable for acting in good faith on such instructions.
- (ii) If the Bank believes that an instruction over Alternate Channels may not have been properly authorized by Cardholder, the Bank may after making reasonable efforts to check whether it was properly authorized, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. The Bank may at its sole discretion decide not to carry out any instruction/s through Alternate Channels where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. The Bank will not be responsible for any loss to Cardholder / third party that results from such refusal to carry out instructions or reversal.

### 33.4 Communication to the Cardholder via Fax:

At the Cardholder's request, the Bank may send the Cardholder by facsimile ("Fax") (at a fax number given by the Cardholder) information (sought by the Cardholder) regarding the Cardholder's Card(s)/ Card Account(s) which may be of a private and confidential nature and the Cardholder shall not hold the Bank liable in any manner whatsoever, should such information come to the knowledge of any third party.

### 33.5 Record of Transactions:

Only the Bank's own record of Transactions over Alternate Channels maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Cardholder for all purposes and the Cardholder recognizes, undertakes and agrees to accept such record of the Bank without demur or protest. Due to inherent features of some of Alternate Channels, the Cardholder may be able to take out a print of the Transaction attempted to be effected by the Cardholder over Alternate Channels. However, only the record maintained by the Bank shall prevail. The Cardholder unconditionally acknowledges and agrees not to contest any Transaction carried out or not carried out by the Bank upon requesting for the same over Alternate Channels.

### 33.6 Password(s)/ Pin/ User ID:

- (i) The Cardholder will be allotted Passwords/ PIN/ Card and/or User ID by the Bank to avail of any of the Services through Alternate Channels. The Primary Cardholder shall receive the same in a tamper proof sealed envelope ("Mailer"). The Primary Cardholder shall ensure that the Mailer is received without any tampering, and if not, the Primary Cardholder shall forthwith inform the Bank immediately in writing or by phone.
- (ii) Cardholder's access to Services through Electronic Banking will be disabled if wrong Password/ PIN is entered successively 3 (three) times (or such number of attempts as decided by the Bank from time to time). In such event the Bank may, at its sole discretion, automatically reactivate access after a specified interval.
- (iii) The Bank may decide to disable Password/ PIN/ User Id in case the Services are not used for a continuous period as specified by the Bank. The Cardholder may also request for temporary

disabling of access. To reactivate access to services through Alternate Channels, the Cardholder must intimate the Bank by way of phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

### 33.7 Security and Confidentiality of Password/PIN/ User ID:

- (i) Cardholder agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Card details and Passwords/ PIN. Cardholder must comply with any other requirements designed to protect the security of his use of the Alternate Channels, which are set out in the guidelines or notified to Cardholder from time to time.
- (ii) To ensure that the Primary Cardholder alone is able to access and give instructions through Alternate Channels, he must at all times comply with the following security procedures: (i) Cardholder shall change his Password/ PIN regularly or if so required by the Bank; (ii) not choose a Password/ PIN, which he has used before or which is likely to be guessed by anyone; (iii) to safeguard his Passwords/ PIN at all times and not to disclose any details of his Password/ PIN to anyone else (including to the Add-On Cardholder or a member of the Bank staff); (iv) not record Passwords/ PIN in a way whereby it will be legible or accessible to any third party; (v) preferably memorize Passwords/ PIN and then destroy any record of it; (vi) not allow anyone to operate the Services through Alternate Channels on his behalf; (vii) not leave any system unattended while he is logged on to the Alternate Channels and each time he goes away from such system to log-out from Alternate Channels; (viii) not access the Alternate Channels from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Passwords/ PIN. The Cardholder shall indemnify the Bank if any loss is suffered by the Bank due to any failure on his part to comply with the above security procedures.
- (iii) If Cardholder discovers or suspects that his Password/ PIN or any part of them are known to someone else, he must immediately change the Password/ PIN himself through the Alternate Channels. If this is not possible, Cardholder must notify the Bank immediately through the phone. The Bank may suspend use of the Services through Alternate Channels until new Passwords/ PIN have been set up. Any Transaction done prior to such a notification shall be entirely at Cardholder's risk and cost.
- (iv) Loss of Password/ PIN/ User Id: If the Cardholder forgets or loses the Password/ PIN he shall inform the Bank in the manner prescribed by the Bank, who shall at its sole discretion arrange to regenerate and send a new Password/ PIN to the Cardholder.

### 33.8 Liability of the Cardholder/Rights of the Bank:

- (i) The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the Services through Alternate Channels. The Bank shall endeavor to use the best technology, but the Cardholder understands that due to the nature of technology, it may not be possible to keep the system foolproof and tamperproof at all times.
- (ii) The Cardholder acknowledges and unconditionally accepts and agrees that in no way shall the Bank be held responsible if the Cardholder incurs a loss as a result of misuse/unauthorized use of the Services through Alternate Channels and/or Passwords/ PIN or as a result of information being disclosed by the Bank regarding his Card(s) or Card Account(s) to any person or carrying out the Transaction or instruction received through Alternate Channels by use of Passwords/ PIN. If the Cardholder fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The Bank does not assume any responsibility on this behalf under any circumstances.

### 33.9 Processing of Transactions:

- (i) Time for processing of Transactions through the Alternate Channels may vary depending on whether they are processed manually or electronically or whether they can be updated immediately or whether they are processed after the close of Business Hours. For card blocking requests, and other urgent/important request, the Cardholder should follow up with the Bank and ensure that the same are physically recorded/ carried out by the Bank.
- (ii) Once the Cardholder has given an instruction through the Alternate Channels, Cardholder will not be able to reverse it. The Bank is under no obligation to reverse an instruction Cardholder has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would have been able to pay following normal banking practices. Bank may at its discretion try to reverse any entry to the extent that this is possible under the rules and practices of the banking system at a cost to the Cardholder.

- (iii) Cardholder hereby confirms and acknowledges that payments through electronic transfer of funds are subject to Section 40A (3) of the Income Tax Act, 1961.
- (iv) The financial information available by means of the Service through Alternate Channels is for reference purposes only. Information available through this Service will not reflect transactions that may be in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Cardholder or third party by reason or in consequence of any such financial information.
- (v) The Bank shall endeavor to affect fund transfer and payment transactions received through the Alternate Channels provided there are Credit/ Cash limits available and the Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank.

33.10 Limits:

- (i) The Bank will, at its sole option, set and reset minimum and maximum limits for any Transaction that may be carried out by the Cardholder over Alternate Channels. These limits maybe lower than the overall Credit Limit assigned to the Cardholder. Such limits may be based on parameters as may be prescribed by the Bank from time to time.
- (ii) 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 Cardholder may suffer due to lack of uniformity in these limits for Transactions through different ATMs/networks.

33.11 Access to Services through Alternate Channels:

Access to Services through Alternate Channels shall be made available at the Cardholder's request and at the Bank's discretion. All Accounts linked to the Cardholder's Card(s) or Card Account(s) may be accessible through Alternate Channels, subject to these Terms and Conditions. However, the nature of Transactions available on each Card or Card Account that is accessible will depend on the operating mandate on those Card(s)/ Card Account(s).

33.12 Sufficiency of Limits:

The onus of ensuring adequate and available Credit Limits is entirely on the Cardholder. In the event any attempt is made to violate the limit the Bank may withdraw the Services through Alternate Channels to the Cardholder or take such other steps as the Bank may deem fit.

33.13 Software and Hardware:

The Cardholder shall at its cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the Services through Alternate Channels which are compatible with the Bank's system. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Cardholder and that the same shall be the sole responsibility of the Cardholder.

33.14 Intellectual Property:

The Cardholder acknowledges and agrees that all the intellectual property rights in the software underlying any of the Services as well as other software which is required for availing Services accessing the Card through Alternate Channels are the legal property of the Bank or the respective vendors. The permission given by the Bank to access the Card/ Card Account(s) and utilize the Services shall not convey any proprietary or ownership rights in the intellectual property of the software. The Cardholder shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or copy the source code of the software or create any derivative product based on the software.

33.15 Protecting Against Viruses:

The Cardholder must take all reasonably practicable measures to ensure that Cardholder's system or any computer or other equipment or device from which Cardholder accesses the Internet banking is free of any computer virus or similar software/device including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Virus") and that the same is adequately maintained and secured in every way. Though the Bank will take steps to prevent introduction of Virus and other such destructive materials on the Bank's website, it does not represent, warrant or guarantee that the Bank's website or the content downloaded from the Bank's website or linked websites do not contain such virus or destructive materials. The Bank is not and shall not be liable for any damage or harm attributable to such Virus or destructive materials. The Bank does not warrant that the Bank's website or functions thereof will be uninterrupted or free of any error or defect.

### 33.16 Limitation of Liability for Services through Alternate Channels:

The Bank will not be liable for any loss or damage, whether direct, indirect, consequential, remote or special, that may be suffered by the Cardholder as a result of making/not making the Internet Banking Service available to Cardholder. Following are the illustrative list (but not exhaustive) of circumstances in which Bank shall NOT be liable to Cardholder (i) When such loss or damage arises out of Force Majeure or Technical Snags; (ii) any incompatibility between Cardholder's system and the Bank's system;(iii) any misuse of Cardholder's system by Cardholder or anyone else;(iv) any access to information about Cardholder's Card / Card Account(s) which is obtained by a third party as a result of Cardholder using the Internet

Banking; (v) use by any third party of Cardholder's Password/ PIN; (v) loss/ distortion/ corruption/ delay of any data, information or message during transmission or otherwise;(vi) any loss/delay, interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to circumstances beyond Bank's control; (vii) unavailability of Alternate Channels Services during the Business Hours.

### 33.17 Mobile Banking and Alerts:

- (i) The Bank may offer the facility of Mobile Banking or Alerts on mobile or email to Primary Cardholders for information only and may discontinue the same at its own discretion. The Bank on best effort basis may display certain pre-defined Alerts. However, the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts.
- (ii) The Cardholder accepts that the Mobile Banking/ mobile Alert facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs. The Cardholder understands that unless he is a subscriber of the specific CSPs, Alert or Mobile Banking facility will not be available to him.
- (iii) The mobile Alerts will be sent to the Cardholder only if the Cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs. The Cardholder acknowledges that to receive Alerts, his mobile phone must be in 'on' mode. If the Cardholder's mobile phone is kept 'off' for a continuous period of 48 (forty-eight) hours from the time of delivery of an Alert message by the Bank, that particular message would not be received by the Cardholder.
- (iv) Instructions/Triggers will be processed by the Bank after receipt and the processing time will be decided by the Bank, at its discretion. The Cardholder acknowledges that there will be a certain time lag taken by the Bank to process the Triggers and send the Alerts.
- (v) The Cardholder acknowledges that the facilities are dependent on the infrastructure; connectivity and services provided by the CSPs and other service providers engaged by the Bank and will depend on factors affecting the CSPs and other service providers.
- (vi) The Bank shall endeavor to provide the facility on a best effort basis and the Cardholder shall not hold the Bank liable for non-availability of the facility or non-delivery of alerts or non-performance by any CSPs or other service providers or any loss or damage caused to the Cardholder as a result of use of the facility (including relying on the Alerts for the Cardholder's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Cardholder in connection with the use of the facilities, except in case of gross negligence or willful default.
- (vii) The Cardholder accepts that each Alert may contain certain information relating to the Cardholder. The Cardholder authorizes the Bank to send all Card(s) related information, though not specifically requested, if the Bank deems that the same is relevant.
- (viii) The Bank may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.
- (ix) The Cardholder is responsible to acquaint himself with the detailed process for using Mobile banking or the Alert facility and the Bank is not responsible for any error by the Cardholder in conducting any Transaction.
- (x) Alerts will be sent over either the Cardholder's mobile phone number or email registered with the Bank. The Cardholder acknowledges that Alert facility will be implemented in a phased manner and all facilities or Triggers may not be available immediately. The Bank will attempt to expand the available Triggers or Alerts to meet Cardholder requirements. The Bank may, from time to time, change the features of any Trigger or Alert.
- (xi) The Cardholder acknowledges that the Bank may, from time to time, send him information or promotional mail that will be useful to him over his mobile phone or through e-mail and that he can unsubscribe from this service at any point in time as desired by him. The Cardholder gives his

consent to receive such information or mail.

- (xii) The Cardholder is required to use only the mobile number advised by him to the Bank or as subsequently changed by him by advising the Bank through oral or written instructions. The Cardholder acknowledges that the Bank may (but is not obliged to) verify his mobile number/default phone number along with his Card/ Card Account details prior to processing any instructions. The Cardholder is responsible for intimating to the Bank any change in his mobile number or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Cardholder's mobile phone number/email address/fax number recorded with the Bank.
- (xiii) The Mobile Banking facility will be used by the Cardholder only for the purpose of communication of instructions to the Bank and for receiving the Alerts and for no other purposes.
- (xiv) The Bank may, in its discretion, not give effect to any instructions or Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Cardholder) that the instructions or Triggers are not genuine or otherwise improper or unclear or raise doubt or in case any instructions or Triggers are illegal or cannot be put into effect for any reasons whatsoever.

### 33.18 Phone Banking Services:

- (i) The Bank may offer, from time to time, various facilities under this service either through staff assistance or by dialing in choices on an automated phone banking system. The Cardholder accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given. The telephonic instructions given may also include instructions to change demographic details of a Cardholder such as residence and/or mailing address, residence and/or office telephone number, mobile phone number or any other personal details of the Cardholder as decided by the Bank from time to time.
- (ii) The Cardholder is aware that in connection with such telephonic facility, he is required to provide to the Bank or its appointed representatives over the telephone his Account number details and Telephonic Personal Identification Number ("T-PIN") as originally selected by him or as advised by the Bank to him or as subsequently changed by oral instructions or otherwise. The Cardholder is also advised not to voice his T-PIN, if he is calling from a tone-enabled telephone. Instead the Cardholder may dial in his T-PIN, on the Interactive Voice Response System.
- (iii) In the event of the Cardholder calling from a telephone not supporting tone, the Cardholder may need to voice his T-PIN, after which the Cardholder would need to change his T-PIN immediately. This telephonic facility shall cover and be applicable to all Accounts of the Cardholder now existing or which may hereafter be opened by him. The facility shall also cover and apply to all other facilities, offerings, transactions of functionalities being offered by the Bank currently or which may be introduced by the Bank from time to time. This T-PIN assigned to him (or selected or changed by him) for any of the Accounts, Credit Cards or other financial products held by him currently or which may be opened by him in the future will be used to provide access to his other connected accounts, Credit Cards or financial products. This will be applicable for transactions or queries on the automated or manual option. The Cardholder is also aware that he will not voice his T-PIN while calling from a touch-tone telephone, but instead is required to dial his T-PIN on the dial pad of the telephone. In the event of the Cardholder opting to voice his T-PIN, the Cardholder agrees that he shall change his T-PIN immediately, thereafter.
- (iv) The Cardholder unconditionally agrees that (i) he shall not hold the Bank liable on account of the Bank acting in good faith on instructions for any misuse or fraudulent use of his T-PIN to access any of the Accounts, Credit Cards, financial products now existing and held by him currently or which may be opened by him in the future; (ii) in following such instructions, the Bank will be doing so on a best effort basis and he will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions; (iii) the Bank may in its discretion charge for (with due intimation to the Cardholder) or withdraw or suspend the facility wholly or in part at any time; (iv) the Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardholder shall not question or dispute) that the instructions are not genuine or otherwise improper or unclear or raise a doubt;
- (v) In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Accounts, the Cardholder shall be obliged to intimate the Bank in writing the relevant

discrepancy within sixty (60) days of receipt of the Statement failing which the transaction shall be deemed to be correct and accepted by the Cardholder. In consideration of the Bank providing the Cardholder the said facility, the Cardholder agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions. The Cardholder agrees that all conditions of the above indemnity will hold good when the Bank executes his instructions for his convenience if he is unable to provide his T-PIN, and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.

- (vi) For security purposes and to protect Cardholders and its staff and also to help resolve disputes, if any, the Bank may at its discretion tape or record telephonic conversations between the Cardholder and the Bank, keep record of it, as also Cardholder instructions and listen to the same, and Cardholder accords his consent for the above.

### 33.19 Internet Banking Service:

- (i) The Bank will take reasonably practicable steps to ensure that systems used by it for providing Internet banking Services contain adequate security safeguards; control and manage the risks in operating such systems, taking into account any applicable law, rules, regulations, guidelines, circulars, codes of conduct and also prevailing market practices. The Cardholder is aware of the risks, responsibilities and liabilities involved in Internet Banking and has after due consideration availed of the same. The Cardholder represents and warrants that he has a complete working knowledge of computers/electronic machinery, e- mail and the Internet, which will enable Cardholder to avail the Internet Banking.
- (ii) The Primary Cardholder has the facility of using Internet Banking and e-Commerce facilities. (iii) The Cardholder acknowledges that at his request, the Bank has agreed to provide the Cardholder with the facility of carrying out Credit Card Transactions through the Bank website ([www.kotak.com](http://www.kotak.com)).
- (iv) The Cardholder agrees to be bound by and comply with all applicable laws of India and any other applicable jurisdiction, which may apply to the use by him of Internet Banking. The Cardholder is cautioned that any Transaction on the Internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations of the RBI and that in the event of failure to do so; the Cardholder may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardholders, the Bank reserves the right to decline at its sole discretion, certain Internet Transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardholders from unauthorized or fraudulent usage of account information by person/parties.
- (v) The Cardholder confirms that he would from time to time be identifying web-sites where he could use this additional feature of making acquisitions/purchases of products and services and making payments for the same through his Card by giving instructions for such payment through the Internet. The Cardholder agrees and confirms that the Bank is merely providing a facility for making payments for the orders placed by the Cardholder on such web sites and is not in any manner associated with or part of the actual Transaction of the sale of the products and services.
- (vi) The Bank will send the PIN / password to the Cardholder for availing the Internet Banking Services only upon receiving a request either online or over the phone for the same.

### 33.20 Statement on Email:

- (i) The Cardholder agrees to the Bank, sending his monthly Card Account Statement via e- mail, to the e-mail address registered by the Cardholder with the Bank and the monthly Card Account Statement would be deemed to have been delivered. Should the Cardholder experience any difficulty in accessing the electronically delivered statement, he should promptly inform the Bank of the same, to enable the Bank to make the delivery through alternate means. Failure to inform the Bank, of such difficulty within 15 (fifteen) days from the date of the Card Account Statement shall serve as an affirmation regarding the acceptance of the Card Account Statement.
- (ii) The Cardholder is fully aware of all security risks including possible third party interception of his Statement and agrees not to hold the Bank, responsible for the same.
- (iii) The Cardholder acknowledges that he shall remain fully liable for any obligations to the Bank, irrespective of receipt or non-receipt, of intimation of, or his Statement. Under no circumstances,

including negligence, shall the Bank be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of breach of any warranty.

#### 33.21 Bill Payment:

- (i) Bill Payment enables Cardholder to pay for bills by using his designated Account with the Bank and crediting the Account of any service provider registered with the Bank.
- (ii) Bill Payment is provided by the Bank, if the Cardholder authorizes the Bank via Service through Alternate Channels for debiting the Cardholder's Credit Card Account towards the amount of such bill, together with charges if any. Cardholder to note, that no reward points will be provided by the Bank on Bill Payment transactions done via Kotak Net Banking.
- (iii) The Cardholder acknowledges that the service provided is only for bill payments where the biller is directly registered with the Bank. The Bank makes absolutely no representations for bill payment services provided directly by the biller or any other service provider, which the Cardholder may choose to use at his own risk without holding the Bank responsible for any losses / damages/ disputes which may arise out of the Cardholder's direct dealings.
- (iv) The Cardholder agrees that the Bank will make Bill Payments as required by the biller. The Cardholder will not hold the Bank responsible for the biller rejecting the bill amount because of incorrect or incomplete entries.
- (v) The Cardholder agrees to provide his correct identification details as registered with the billing company and agrees to indemnify the Bank from any liability due to incorrect information in this regard. The Cardholder also agrees to communicate any change in identification details as registered with the billing company to the Bank within the time limit specified by the Bank.
- (vi) While the Bank will take all reasonable steps to ensure the accurate handling of the billing details, the Bank is not liable for any error due to inaccurate details/information. The Cardholder shall not hold the Bank responsible for any loss, damages, etc. that may be incurred / suffered by him if the information contained turns out to be inaccurate/incorrect.
- (vii) The Cardholder agrees to have no objection whatsoever to the billing company providing his billing details to the Bank. The Cardholder agrees that any disputes on bill details will be settled directly with the billing company and the Bank's responsibility is limited to provision of information only.
- (viii) The Cardholder agrees that the record of the instructions given and Transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding. The Cardholder further agrees that charges, if any, for the Bill Payment Services will be at the sole discretion of the Bank and the Bank is at liberty to vary the same from time to time, without giving any notice to the Cardholder. The Cardholder agrees that the Bank is at liberty to withdraw at anytime the Bill Payment facility, or any services provided there under, in respect of any or all the Account(s) without assigning any reason whatsoever and without giving him any notice.

#### 34. Secured Card

In case of the Aqua Credit Card / Kotak NRI Credit Card and Silk Inspire Platinum secured Credit Card (jointly referred to as "Secured Credit Card" for the purposes of this clause) the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Cardholder will be secured by way of pledge/hypothecation/lien of such securities / term deposits / such other assets as approved by the Bank and standing in the name of the Cardholder singly or jointly with any other person, in the form and manner as prescribed by the Bank. The Cardholder shall execute all such documents in the form and manner satisfactory to the Bank for creation of the security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. shall be borne by the Cardholder.

##### 34.1 Aqua Credit Card Terms

The Aqua Credit Card is a Credit Card issued by the Bank against a term deposit maintained by the Cardholder with the Bank (hereinafter referred to as "Aqua Credit Card"). In order to avail the Aqua Credit Card, the Applicant shall be required to maintain a minimum term deposit of Rs. 25,000 with the Bank.

##### 34.2 Kotak NRI Credit Card Terms

The Kotak NRI Credit Card is a Credit Card issued by the Bank to a Non Resident Indians against a NRE / NRO term deposit maintained with the Bank. In order to avail the Kotak NRI Credit Card, the



Applicant shall be required to maintain a minimum NRE / NRO term deposit of an amount as prescribed by the Bank. In case of NRE TD if liquidation of TD happens prior to 1 year there will be no interest earned by the customer for that period on TD.

#### 34.3 Silk Inspire Secured Platinum Card Terms

The Silk Inspire Secured Platinum Credit Card is a Credit Card issued by the Bank against a term deposit maintained by the Cardholder with the Bank. In order to avail the Silk Inspire Secured Platinum Credit Card, the Applicant shall be required to maintain a minimum term deposit of ₹ 50, 000 with the Bank.

#### 34.4 General terms for secured card:

The said term deposit amount may be subject to change at the sole discretion of the Bank from time to time. The Credit Limit on the Secured Credit Card shall be eighty percent (80%) of the term deposit amount. The said Credit Limit may be subject to change at the sole discretion of the Bank from time to time. The term deposit/s for the purposes of availing the Secured Credit Card shall be opened by the Applicant upon duly filling in the prescribed application form or by any other mode as may be prescribed by the Bank from time to time. The term deposit/s so opened shall be for a minimum period of one year one day and shall be in auto renewal mode and in addition to these Terms and Conditions, the terms and conditions of the Bank pertaining to credit cards and term deposits, shall also be applicable. Upon issuance of the Secured Credit Card, in addition to the Bank's right of general lien and set-off, the Bank shall mark a lien on the entire term deposit amount deposited by the Cardholder, excluding interest earned by the Cardholder, until the termination of the Secured Credit Card or the term deposit, as the case may be. In the event that the Applicant has an existing term deposit with the Bank, the term deposit amount will be linked to the Applicant's Secured Credit Card Account and the term deposit will be converted into an auto-renewal mode with immediate effect. The Cardholders shall not have the right to make any part withdrawals from the term deposit linked to the Card Account. The tenure of the term deposit opened for availing the Secured Credit Card shall continue on an auto renewal mode unless terminated and cancelled. The term deposits opened by HUFs, Partnership firms shall not be entitled for Secured Credit Card. In case the Applicant opens a term deposit with another person jointly, the Secured Credit Card will be issued only to the first account holder as per the details provided in the Application form for opening the term deposit. The issuance of Secured Credit Card is subject to successful opening of Term Deposit.

In case the Cardholder fails to pay at least the minimum amount due on the Secured Credit Card within 90 days from the date of the Card Account Statement, the Bank shall have the right to liquidate the term deposit amount without prior notice or reference to the Cardholders and to appropriate and set off from the term deposit amount the outstanding amount payable to the Bank, against the Secured Credit Card and only the balance amount of the TD post deduction shall continue with instructions of auto-renewal. Minimum threshold for continuing the TD will be Rs. 25000 for NRE TD, Rs. 10000 for NRO TD & Rs. 10000 for TD against which Aqua Card and Silk Inspire Card is issued. In case the TD amount after appropriation of the outstanding amount is less than the threshold amount then the TD will be liquidated and the amount will be credited to the Cardholders account with the Bank.

The Applicant shall have the right to nominate a person for the term deposit opened by the Applicant. In the event the Cardholder wishes to withdraw/ terminate the term deposit amount or in case the Secured Credit Card is cancelled by the Cardholder or the Bank, or in case of termination of the term deposit upon the death of the Cardholder, the Bank shall be entitled to forthwith liquidate the entire term deposit amount without prior notice or reference to the Cardholder and to appropriate and set off from the term deposit amount the outstanding amount payable to the Bank, against the Secured Credit Card and the Cardholder/ nominee shall be entitled to the balance term deposit amount including the interest accrued, after deduction of any amounts due and payable by the Cardholder to the Bank including any charges, fees etc due to the Bank. The Secured Credit Card shall upon the death of the Cardholder stand terminated.

### 35. ADDITIONAL DISCLOSURE

35.1 The Bank may at its discretion, videotape or record on camera the Cardholder's access / presence/ use of the Bank's facilities at its premises/ machines/ equipments and record all instructions received, conversation made on phone and the Bank may rely on footage of such clippings/recording as evidence in any proceedings.

35.2 The use of the Card at ATM/Touch Access Banking Terminal/ EDC- POS/other devices shall constitute the Cardholder's express consent:

- (i) to the collection, storage, communication and processing of, identifying and Account balance information by any means necessary for the Bank to maintain appropriate Transaction and Account records;
- (ii) to the release and transmission to participants and processors in the Bank ATM network/ other networks of details of the Cardholder's Account and Transaction information and other data necessary to enable the Card to be used at an ATM/ other device;
- (iii) to the retention of such information and data by the said participants and processors in the Bank/ other networks;
- (iv) to the compliance by the said participants and processors in the Bank ATM network/ other networks with laws and regulations governing disclosure of information to which such participants and processors are subject;
- (v) to the disclosure of information to third parties about the Cardholder's Bank Account(s) or the Transactions done through the use of the Card or personal particulars where it is so necessary for completing Transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the Cardholder has raised; and/or in order to satisfy the Bank's internal data processing requirements;
- (vi) the Cardholder agrees to provide the Bank all such information that the Bank requires from the Cardholder by law or regulation, or any other appropriate information that the Bank may reasonably request from time to time;

### **36. DO NOT CALL REGISTR**

- 36.1 The "Do Not Call" registry is open to the existing customers of the Bank and also to customers who have no existing relationship with the Bank.
- 36.2 Registration for "Do Not Call" is applicable only for telemarketing offers limited to products and services offered by Bank, made by calling on the mobile/landline phone of the customer.
- 36.3 The Cardholder can register for "Do Not Call" by calling up the Bank's Phone Banking number or by registering on the Bank's website ([www.kotak.com](http://www.kotak.com)).
- 36.4 In case the Customer changes his mobile number, the same should be informed to the Bank through a re-registration.
- 36.5 Registration for "Do Not Call" will not include or limit calls from the Bank regarding Account or Card maintenances, Alerts on Transactions, Account or Card dues recovery calls.
- 36.6 It will take 45 (forty five) working days for the "Do Not Call" registration to take effect.
- 36.7 This service is provided on a best effort basis only.

### **37. CONTACT DETAILS AND GRIEVANCE**

#### **37.1 Customer Contact Centre**

You may contact the Bank in any of the following ways:

- (i) Customer Care Officers for Kotak Credit Cards will be available to answer your queries 24 Hours, all days of the week on the following numbers:  
**1860 266 2666 (Local call rates apply) OR**

Mumbai 66006022	New Delhi 66006022	Chennai 66006022	Bangalore 66006022
Hyderabad 66006022	Pune 66006022	Ahmedabad 66006022	Kolkata 65506022

The IVR menu is available 24x7. Follow the simple two-step process:

**1**

**ENTER your complete  
16-digit Credit Card number.**

(e.g. 4166 46XX XXXX 0001)

**2**

**Enter your Telephonic PIN**  
You can generate your TPIN  
immediately over the call.

And avail the following information instantly:

Available Credit Limit	Available Cash Limit	Payment Details
Last 5 Transactions	Statement Details	Report Loss of Credit Card

(ii) By writing to

Regular Post:	Courier
Kotak Mahindra Bank Ltd	The Service Manager, Kotak Mahindra Bank Ltd.
Cards Business P. O. Box No. 27703	Cards Business 5th floor, Kotak Infiniti, Bldg No 21, Infinity Park, Off Western Express Highway, General A K Vaidya Marg
Malad (East)	Malad (East)
Mumbai 400 097, India	Mumbai 400 097, India

(iii) Send an email by logging on [www.kotak.com](http://www.kotak.com) or through your internet banking account on our website.  
In all your communication with us, please indicate your 16-digit Credit Card number.

## 37.2 Billing disputes resolution

In the event you disagree with a charge indicated in your statement, the same should be communicated to the Bank within 60 (Sixty) days of the statement date, failing which it would be construed that all charges indicated in the statement are in order and acceptable to you. On receipt of such complaint, the Bank may reverse the charge on a temporary basis pending investigation. All complaints regarding billing disputes may be sent in writing at the above mentioned address. Please note that in case you have a dispute in relation to an international transaction, you must provide us with a copy of your passport.

## 37.3 Grievances Redressal / Complaints / Escalation

In the unlikely event that you are not satisfied with our services, you may register your grievance by:

- (i) Send an email by logging on [www.kotak.com](http://www.kotak.com) or through your internet banking account on our website.
- (ii) Calling our Customer Contact Centre
- (iii) Write to Manager - Service Operations, Kotak Mahindra Bank Ltd., Cards Business, 02nd floor, Kotak Infiniti, Bldg No 21, Infinity Park, Off Western Express Highway, General A K Vaidya Marg, Malad (E), Mumbai 400097, India

If you are not satisfied with the response received on your grievance or if there are any unresolved complaints or grievances for more than 10 days, you can address the grievance to higher authorities at the Bank by writing to Mr. Nikhil Pohare, Nodal Officer, Kotak Mahindra Bank Ltd., 5th floor, Kotak Infiniti, Bldg No 21, Infinity Park, Off Western Express Highway, General A K Vaidya Marg, Malad (E), Mumbai 400097, India or by E-Mail to [nodalofficer@kotak.com](mailto:nodalofficer@kotak.com). If your complaint is not resolved within 30 days of receipt at the Bank then the said complaint can be escalated to Banking Ombudsman. The details of the Banking Ombudsman for your location are displayed at the branches.

## 38. ASSIGNMENT

- 38.1 The Bank shall be entitled to sell, assign, securitize or transfer Bank's right and obligation under this Agreement in favor of any third person in whole or in part and in such manner and on such terms and conditions as the Bank may deem fit. Any such sale, assignment, securitization or transfer shall conclusively bind the Cardholder.
- 38.2 The Cardholder shall not be entitled to transfer or assign any of his rights and obligations under this Agreement.
- 38.3 The Bank shall duly notify the Cardholder of any such change by way of a written communication. The Cardholder there on shall be obligated to pay all outstanding amounts to the third person and will be relieved of obligations to the Bank.

## SPECIAL TERMS AND CONDITIONS FOR KOTAK ROYALE SIGNATURE, WEALTH MANAGEMENT, PRIVY LEAGUE SIGNATURE AND LEAGUE PLATINUM CARD

1. Welcome Gift Offer
  - "Welcome Gift" or "Offer" or "Gift Offer" shall mean the welcome benefits which may be in the form of gift voucher/ discount /reward of specified item/points, offered to the Cardholders, more particularly described in the welcome booklet provided with the Card.
  - This Offer shall be available only for Platinum and Signature Cardholders.
- 1.1. Welcome Gift
  1. Only the Primary Cardholder shall be eligible for the Gift Offer after payment of the joining fee in full. Add on Cardholders shall not be entitled to receive any Welcome Gift.
  2. The Gift Offer must be availed of by the Cardholder within the applicable time period.
  3. Cancellation of the Card before the dispatch of the Gift Offer shall amount to cancellation of the Gift Offer.
  4. The Gift Offer is non-transferable, and non-encashable and shall not be availed in conjunction with any offer that may be made by the Bank.
  5. The Bank reserves the right to substitute and/or exchange the Gift Offer on account of non-availability of the same, without prior intimation or notice, written or otherwise to the Cardholder.
  6. The model, make, feature and specifications of the Gift Offers may not be part of the standard merchandise and are indicative only.
- 1.2. Other terms and conditions

1. The participation of the Cardholder in the Gift Offer is entirely voluntary and shall be deemed to have been made on a voluntary basis.
  2. The Bank makes no warranty or representation about the quality, suitability, fitness for any purpose, delivery (including any period for delivery) or otherwise of the Gift. Any dispute or claim of any nature regarding the goods and services or offers must be resolved by the Cardholder and the concerned merchant directly without any reference to Kotak Mahindra Bank and the same shall not constitute a claim against the bank.
  3. Any tax or liabilities or charges payable to the government or any other authority, which may arise or accrue to the Cardholder in connection with the Gift Offer, shall be to the sole account of the Cardholder. Tax deducted at source, if any, on the monetary value of the Gift Offer shall be payable by the Cardholder.
  4. In all matters relating to the Gift Offer, decision of the Bank will be final and binding in all respects.
- 2. Priority Pass Privilege**
1. The Cardholder agrees and understands that he/she has been granted a Priority Pass membership card by virtue of being a Kotak Mahindra Bank Platinum or Signature Credit Card holder which entitles the Cardholder and his/her accompanying guests to entry to the lounges which are a part of Priority Pass Lounge Programme only subject to the terms and conditions set out hereunder.
  2. The Priority Pass card is not transferable and may not be used by any person other than the Cardholder. The Priority Pass Card is valid only from the date it has been signed by the Cardholder to its date of expiry.
  3. The Priority Pass card cannot be used to make payments and it is also not proof of creditworthiness and any attempt to use it as such could constitute fraud.
  4. Admittance to the lounges is conditional upon presentation of a valid Priority Pass card only. No other card will be accepted as a substitute for the Priority Pass card.
  5. Lounge visits charges are subject to per person per visit charge. Where applicable (dependent upon membership plan), all such visits, including those by accompanying guests, shall be debited to the Cardholder's Credit Card Account by Kotak Mahindra Bank (the Bank) as per the rates and terms notified by the Bank to the Cardholder in respect of his/her Priority Pass membership. Any changes in lounge visit charges shall be notified to the Cardholder through the Priority Pass website <http://www.prioritypass.com>. The Priority Pass Group of companies can neither be held responsible for any disputes that may occur between the Cardholder and the Bank nor for any loss incurred by the Cardholder relating to any lounge visit charges debited by the Bank.
  6. When presenting the Priority Pass card on entering the lounge, lounge staff will take an imprint of the card and issue a 'Record of Visit' voucher to the Cardholder or make a log entry. Some lounges have electronic card readers, which will take the Cardholder's details off the magnetic strip on the reverse side of the Priority Pass card. Where applicable, the Cardholder must sign the 'Record of Visit' voucher, which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the Cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator to the Bank.
  7. While it is the responsibility of the lounge staff to ensure a voucher imprint/log is made of the Priority Pass card, the Cardholder is responsible for ensuring the 'Record of Visit' voucher/log correctly reflects his own usage and that of any guests at the time of using the lounge. Where applicable, the Cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher presented to him at the lounge.
  8. All participating lounges are owned and operated by third party organizations. The Cardholder and accompanying guests must abide by the rules and policies of each participating lounge/club. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator. The Priority Pass group of companies and the Bank has no control over the facilities offered, the opening/closing times or the personnel employed by the lounges. The administrators of Priority Pass will on a best efforts basis try to ensure the benefits and facilities are available as advertised, but the Priority Pass group of companies or the Bank does not warrant nor guarantee in any way that the said benefits and facilities will be available at the time of the Cardholder's visit. Neither the Priority Pass group of companies nor the Bank is liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part) of any of the advertised benefits and facilities. All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge rules.

9. Participating lounges may reserve the right to enforce a maximum stay policy (usually 3-4 hours) or may restrict the number of guests accompanying a Cardholder to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays.
10. Participating lounges have no contractual obligation to announce flights and the Priority Pass group of companies or the Bank shall not be held liable for any direct or indirect loss resulting out of any Cardholder and/or accompanying guests failing to board their flight(s).
11. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited. In such cases the Cardholder is responsible for paying any charges for additional consumption directly to the lounge staff. (See individual lounge descriptions for details available at the Priority Pass Website)
12. Telephone facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage is normally limited to local calls only. Fax, Shower, Internet and Wi-fi charges (where applicable) are at the discretion of each lounge operator and the Cardholder is responsible for paying these directly to the lounge staff.
13. Admittance to lounges is strictly subject to Cardholders and any guests being in possession of a valid flight ticket for the same day of travel. Airline, airport and other travel industry employees traveling on reduced-rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if members are traveling between Schengen countries. (Austria, Belgium, Denmark, Finland, France, Germany, Greece, the Netherlands, Iceland, Italy, Luxembourg, Norway, Portugal, Spain and Sweden).
14. Admittance to lounges is subject to members and any guests (including children) behaving and dressing (no shorts allowed outside of the USA) in an orderly and correct manner. Any infants or children who create a disturbance or cause discomfort to lounge guests may be asked to vacate the lounge facilities at the sole discretion of the lounge staff. The Priority Pass group of companies or the Bank is not liable for any loss suffered by the Cardholder and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.
15. Lost, stolen or damaged Priority Pass cards are to be notified immediately to the Bank's Customer Contact Centre.
16. In the event of the Cardholder canceling or not renewing his Credit Card with the Bank or an account becoming a Delinquent Account,, the Priority Pass card shall be invalid effective from the cancellation/expiry date of his Credit Card. Any lounge visits made by a Cardholder using an invalid card, including any guests, shall be charged to the Cardholder and the Cardholder shall not raise any claim against the Bank in this regard.
17. Priority Pass Ltd., under its policy, has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
18. The Priority Pass group of companies or the Bank shall not be held responsible for any disputes that may occur between the Cardholder and/or any guests and a lounge operator.
19. The Cardholder agrees that he will defend and indemnify Priority Pass and Kotak Mahindra Bank, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the Cardholder or any guests or any person in the said lounge at the behest of the Cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.
20. The Bank shall not be responsible or liable in any manner whatsoever for any claims or disputes that the Cardholder may incur or suffer in connection with Priority Pass Lounge Access Facility.
21. The Bank may at any time in its sole discretion modify or withdraw the Priority Pass Lounge Access Facility without any prior notice and shall not be liable in any manner whatsoever to the Cardholder in this regard. No refund of the annual fee/enrollment fee (whichever is applicable) will be made in such cases.
22. In the unlikely event that you have any dispute or complaint in relation to the above you may contact the Bank's Customer Contact Centre.
23. All disputes, if any, arising out of or in connection with or as a result of this Facility or otherwise relating hereto shall be subject to the exclusive jurisdiction of the Courts/Tribunals in Mumbai only.

## KOTAK CREDIT CARDS REWARDS PROGRAM SECTION: A. Reward Points Program

1. **Definitions:** The following terms shall, unless the context otherwise admits, have the following meanings:
  - (a) "Reward Points" / "Dinning Points" / "Saving Points" are the reward points awarded under the Reward Points Program;
  - (b) "Domestic Purchases" means any purchase in INR currency;
  - (c) "International Purchases" means any purchase in non INR currency.

### 2. The Program

- 2.1. The Reward Points Program is applicable only to Wealth Management Card, Kotak Royale Signature, Kotak Privy League Signature, Kotak League Platinum Trump/Feast ,NRI League Platinum Card, Kotak Essentia Platinum Credit Card, Silk Inspire Platinum Credit Card and NRI Royale Signature Cards, Kotak Urbane Gold and Kotak Velocity Platinum Credit Cards. The Reward Points Program is a Rewards Program that enables a Cardholder to earn Reward Points on Valid Charges incurred on his/ her Card by domestic/ international purchase of goods and services on the Card and any other charges as may be included by the Bank from time to time for the purpose of the Reward Points Program.
- 2.2. For Trump/Feast Minimum 200 points can be redeemed at a time. Redemption will be in multiples of ₹100.
- 2.3. For Solaris MOTO transactions, IVR transactions and Standing Instructions will be classified as Point of Sale Transactions and will not earn accelerated reward points.
- 2.4. For Solaris Credit Card, bonus reward points will be credited only if the customer do 1 transaction within 60 days of card set up and on full joining fee realization.
- 2.5. The Reward Points are redeemable against the amount due on the Card Account Statement and other products and services which shall be communicated to the Cardholder from time to time.
- 2.6. The Reward Points Program will be available to Cardholders at the exclusive discretion of the Bank, and may vary from Card to Card. Information pertaining to the Program and/or Reward Points (including without limitation the form and methodology of redemption of Reward Points etc.) will be intimated to the Cardholder by the Bank from time to time.

### 3. Points Accrual

The Reward Points shall accrue as per the following table

	Kotak Paid Royale	Kotak Royale Card	Kotak Wealth Management Card	Kotak Privy League Signature (Shopper's Plan)	Kotak Privy League Signature (Traveller's)	Kotak NRI Royale
Special categories	Travel Agencies & Tour Operators, Package Tour Operators, Airlines & Air Carriers, Electrical Sales, Durable Goods, Department Stores and all International spends	Hotels, Restaurants, Travel Agencies & Tour Operators, Package Tour Operators, Airlines and Air Carriers and all International Spends	Travel Agencies & Tour Operators, Package Tour Operators, Airlines & Air Carriers, Electrical Sales, Durable Goods, Department Stores and all International spends	Jewellery, apparels, consumer durables, departmental stores, restaurants	International spends, Airlines, Hotels, Travel agencies, restaurants	International spends
Reward Points on special categories	10X rewards / ₹100	4X rewards/ ₹ 150	10X rewards/ ₹ 150 up to 5 lacs, 15X rewards / ₹150 from 5 lacs to 10 lacs, 15X rewards/ ₹150 above 10 lacs	10X rewards/ ₹ 100	10X rewards/ ₹ 100	2 rewards/ ₹ 200
Reward Points on all other categories	5X rewards/ ₹ 100	2X rewards/ ₹ 150	5X rewards/ ₹ 150 up to 5 lacs, 10X rewards / ₹150 from 5 lacs to 10 lacs, 15X rewards/ ₹150 above 10 lacs	5X rewards/ ₹100	5X rewards/ ₹100	1 Reward/ ₹ 200

Redemption of Points	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles
Rate at which Reward Points are converted into credit	7.5 paise per point	0.1875 paise per point	7.5 paise per point	7.5 paise per point	7.5 paise per point	₹ 1 per point

	<b>Kotak League</b>	<b>Urbane</b>	<b>Velocity</b>	<b>Trump/Feast</b>	<b>Essentia</b>	<b>Solaris</b>
Special categories	Airlines, consumer durables, departmental spends	NA	NA	Dining and Entertainment undertaken at those Merchant Establishments which are classified under the 'Restaurants' & 'Entertainment' Merchant Category Code as defined by VISA	Grocery and Departmental store spends	Online Spends
Reward Points on special categories	8X rewards/ Rs.150	NA	NA	10 dining point/ Rs.100	10 saving points /Rs.100	5 reward points/ ₹150
Reward Points on all other categories	4X rewards/ ₹150 up to 2 lacs, 8X rewards above 2 lacs	3X rewards/ ₹ 100	5X rewards/ ₹ 100	None	1saving point / ₹ 250	2 reward points/ ₹150 spends
Minimum annual spend required	As per MITC	As per MITC	As per MITC	-	NA	As per MITC
Reduction in reward points in the following year when minimum annual retail spend amount required is not achieved	5X rewards/ ₹100 on all categories	2X reward/ ₹100	3 X rewards/ ₹ 100	NA	NA	NA
Redemption of Points	Can be redeemed as cash can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as a credit on the Card Account Statement against eligible fuel transaction in the specified period	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and Airmiles	Can be redeemed as cash or can be redeemed against Movie tickets, Travel Vouchers, Online Shopping, airline tickets (easyrewardz) and Airmiles	Can be redeemed as Cash or against Movie tickets, Travel Vouchers, Online Shopping & Airmiles
Rate at which Reward Points are converted into credit	7.5 paise per point	7.5 paise per point	10 paise per point	Rs.1 /dining point	Rs1/saving point	0.1875 paise per point



#### **4. General Terms and Conditions for Rewards Program**

- 4.1. The list mentioned above may be modified by the Bank at its discretion under intimation to the Cardholder.
- 4.2. Points will not be awarded to Kotak Royal, Kotak Wealth Management / Kotak Privy League Signature, Kotak NRI Royal Signature Card, Kotak NRI League Platinum Card, Kotak League Platinum Card and Silk Inspire Platinum Credit Cardholders towards transactions pertaining to fuel purchases , railway transactions, personal loans, cash advances and fees such as joining fee, annual fee, Add-On Card fee, multiple Card fee, balance transfers, cash advance transaction fee, charges for dishonored cheques, financial charges, delinquency charges, late payment charges, collection charges and any other fee or charge levied by the Bank, balance transfers, EMI transactions, cash withdrawals, demand draft and service charge transactions. The list of transactions may be modified by the Bank at its discretion under intimation to the Cardholder.
- 4.3. Reward Points will not be awarded to Kotak Urbane, Velocity, Feast, Silk Inspire Platinum, League Platinum Cardholders towards transactions involving fuel purchases personal loans, cash advances and fees such as joining fee, annual fee, Add-On Card fee, multiple Card fee, balance transfers, cash advance transaction fee, charges for dishonored cheques, financial charges, delinquency charges, late payment charges, collection charges and any other fee or charge levied by the Bank, balance transfers, EMI transactions, cash withdrawals, demand draft and service charge transactions.
- 4.4. Dining points are is offered on transactions undertaken at only stand-alone outlets and not on outlets which are affiliated to any Hotels/ Shopping Malls / Departmental Stores etc and classified under the "Hotel", "Grocery", "Apparels", "Departmental Stores" etc Merchant Category Code as defined by VISA. Dinning points will be offered only when a retail spend of minimum of ₹ 5,000 within the billing cycle Dining points will be available up to a maximum of 600 points including both Dining & Entertainment transactions in a monthly billing cycle. No dining points would be available on a single dining or movie transaction whose value exceeds ₹ 4000/-. Dining points for a particular billing cycle will be credited in the next month billing cycle.
- 4.5. Points accrued by any Add-On Cards will automatically accrue to the Primary Card Account on which the Add- On Cards are issued and not to any other Card Account.
- 4.6. 10 Saving points on Grocery and Departmental stores are offered to a Maximum 500 saving points in a month on Kotak Essentia Credit Card 10 saving points are offered on transactions undertaken at only those merchants establishments which are classified under " Departmental Store & Grocery" Merchant Category Code(MCC) as defined by VISA.10 Saving Points will be offered for minimum purchase of ₹1500 and maximum purchase of ₹ 4000. There is no limit for earning of Saving Points on other spends.
- 4.7. 5 Reward Points on Apparel spends are offered to a maximum 500 Reward points in a billing cycle on Kotak Silk Inspire Platinum Credit Card. 5 reward points on Apparel are offered on transactions undertaken at only those merchants establishments which are classified under " Apparel" Merchant Category Code(MCC) as defined by VISA. 5 reward points will be offered for every ₹ 100 spent on Apparel category subject to spending ₹ 7500 within the billing cycle. There is no limit for earning reward points on other categories
- 4.8. The Bank reserves the right to specify the maximum number of Points that will be awarded to a Cardholder in a given period. The Cardholder will not accrue any further Points for that time period, once the maximum number of Points as specified by the Bank is reached.
- 4.9. All linked Accounts and the Card must be in good standing (i.e. not Delinquent Accounts) and not cancelled or terminated by the Bank or the Cardholder and the Card should not be temporarily blocked from usage due to fraud/loss/theft/usage of the Card over the assigned Credit Limit at the time of redemption. On the Card Account being regularized, at the discretion of the Bank, the Points may be eligible for redemption.
- 4.10. The Points can only be redeemed by the Primary Cardholder.
- 4.11. The credit in the Card Account Statement will happen automatically at the beginning of every quarter. The Bank reserves the right to auto-redeem the Rewards Points as and when it deems fit and post a credit in the Cardholder's Account.
- 4.12. In Kotak Wealth Management Card, Kotak Royale Signature, Kotak NRI Royal Signature, Kotak Privy League Signature, Kotak League Platinum, Silk Inspire Platinum and Feast Card the Primary Cardholder will have to call up the customer care to get auto-redemption activated. The Reward Points can also be redeemed against Movie tickets, Travel Vouchers, Online Shopping, and

Airmiles. To avail this redemption, the Cardholder will need to deactivate the auto redemption of Reward Points by calling up the Bank's Customer Contact Centre. The Reward Point's conversion to various categories will be as per the details updated at website i.e. [www.kotak.com](http://www.kotak.com)

- 4.13. For Kotak Velocity Credit Card, the credit in the Card Account Statement will be posted within 7 (seven) working days, from the day of the redemption request placed with the Bank's Customer Contact Centre.
- 4.14. Selection of services/products offered for redemption is and will be at the sole discretion of the Bank and is liable to change without notice.
- 4.15. The rate of conversion of reward points are subject to change without notice.
- 4.16. For Reward Points / Saving Points / Dining Points redeemed against Movie Tickets, Travel Vouchers & Online Shopping, the Bank will send a voucher code to the registered email id of the Cardholder. The vouchers will be subject to terms and conditions stipulated by the third party vendors who have issued the vouchers.
- 4.17. Any dispute related to the vouchers needs to be taken up by the Cardholder with the third party vendors directly.
- 4.18. Redemption orders from Cardholders once given to the Bank cannot be cancelled or withdrawn or changed.
- 4.19. On redemption, the Reward Points / Dining / Saving Points would automatically be subtracted from the accumulated Points in the Cardholder's Account.
- 4.20. Requests will be fulfilled in the order in which they are received and accepted by the Bank.
- 4.21. If the Cardholder does not have sufficient Points to his/her credit for an order, the request will be deemed cancelled.
- 4.22. Any tax or other liabilities or charges payable to the Government of India or any other authority or body or any other Participating Merchant Establishment which may arise or accrue to the Cardholder by redemption as aforesaid or otherwise as a result of this Program shall be to the sole account of the Cardholder.
- 4.23. In the event of voluntary closure of the Card by a Cardholder, the Reward Points / Dining / Saving Points that are in the Card Account will be cancelled.
- 4.24. Rewards Points / Dining / Saving Points accrued have no cash value and cannot be exchanged for cash.
- 4.25. A Cardholder cannot transfer any Reward Points/ Dining / Saving Points to another person or combine the Reward Points of his other Cards.
- 4.26. Reward points/Dining / Saving Points if not redeemed will expire after 2 years from the date on which they are earned. Bank will not send any prior intimation of reward point expiry to the customer.
- 4.27. The Bank reserves the right at anytime, without previous notice, to add, modify or amend all or any of these terms and conditions or to withdraw this Program altogether.
- 4.28. The Cardholder acknowledges and accepts that this Program is entirely voluntary and it is understood that all charges are voluntarily incurred by a Cardholder in the normal course of Card usage.
- 4.29. These terms and conditions shall be in addition to and not in substitution / derogation to the Cardholder Agreement governing the use of Credit Cards.
- 4.30. Nothing contained herein shall be construed as a binding obligation on the Bank or any Participating Merchant Establishment nor shall amount to a commitment or representation by the Bank to continue this Program or conduct further similar or other schemes.
- 4.31. The existence of a dispute if any regarding this Program shall not constitute a claim against the Bank.
- 4.32. The Bank's computation of the Points shall be final, conclusive and binding on Cardholders and will not be liable to be disputed or questioned.
- 4.33. Nothing contained in this Rewards Program shall be construed as the Bank having waived any of its rights (including the levy of interest charges) under these terms and conditions.

## **5. PVR Ticket redemption under the Kotak Privy League Signature Card**

- 5.1. The Cardholder will be informed about the 4 complimentary PVR Movie tickets for the quarter through a SMS and Emailer sent automatically to his registered mobile number and Email ID.
- 5.2. Cardholder has to claim the coupon codes for the complimentary PVR Movie Ticket(s) within next 7 days by sending a SMS from his registered mobile number. If the SMS is sent post 7 days the Cardholder will not be eligible to receive the coupon codes.

- 5.3. Once the Cardholder claims the coupon codes, the coupon codes for the free PVR Movie Ticket(s) will be sent on his registered mobile number as well as on the registered email id. By applying for the Card and agreeing for the Privy League Signature Credit Card Program the Cardholder is deemed to have consented to receiving the SMS informing him about his eligibility and coupon codes to his registered mobile number. In the event the Cardholder is not willing to receive the above information /SMS on his registered mobile number then the Bank shall not be held responsible or liable any loss incurred by the Cardholder on account of non receipt of the complimentary PVR movie Tickets.
- 5.4. The Cardholder has to ensure that he registers his mobile number and email id with the Bank to avail the benefit under the program.
- 5.5. The coupon codes can be used online on PVR website, [www.pvrcinemas.com](http://www.pvrcinemas.com). Detail terms of using the coupon code online is set out in PVR Ticket redemption under the PVR Kotak Rewards Program set out in Clause\_8 below.

## 6. **Wallet Assist Plan**

"Insurer" shall mean the third party insurance provider as OneAssist may partner with from time to time for the add-on benefit as may be applicable to the Wallet Assist Plan.

"Service Partner" means any third party service provider affiliated with OneAssist.

- 6.1. Wallet Assist Plan is available only on the paid variant of the Privy League Signature Credit Card. In case the Cardholder's wallet is lost or stolen, then the Cardholder can now block all his cards and get emergency assistance by calling 893-192463 which is a 24 hour number with worldwide coverage.
- 6.2. The Wallet Assist Plan is a feature provided to the Cardholder by OneAssist Consumer Solutions Private Limited ("One Assist") and the Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by One Assist or for any loss whatsoever of any nature suffered by the Cardholder. For detailed terms and conditions of the Wallet Assist Plan please visit [www.oneassist.in](http://www.oneassist.in).

### 6.3. Plan Features

#### A. **One Call to Block Cards**

The Cardholder must provide and promptly update all his Card details with OneAssist. In the event of theft or loss of his wallet., the Cardholder has to immediately call OneAssist to report the loss of the wallet. In order to give a request to block any Card, the Cardholder should have registered the Cards with OneAssist prior to placing the request for blocking.

In case the Cardholder has not shared the details of a particular Card with OneAssist and requests the same to be blocked, OneAssist shall attempt to block the same Card with the help of other details provided by the Cardholder on a best effort basis.

The Cardholder must follow the Bank's instructions and meet all terms and conditions of the Bank when using the Cards. OneAssist will not facilitate payment of any claim where the Bank informs OneAssist of the Cardholder's non-compliance or breach of the Bank's terms.

#### B. **Fraud Protection**

The Cardholder shall, immediately upon any loss or fraudulent use of the Card(s), report the same to OneAssist by calling the OneAssist. The Cardholder undertakes to act in a bona fide manner and shall not, in connivance with any third party, attempt to fraudulently benefit from this Plan.

The pre-reporting cover is provided for fraudulent transactions on lost Cards up to 7 days prior to the reporting. The pre-reporting cover for fraud must be reported by the Customer to OneAssist by calling OneAssist within 24 hrs of discovering the loss/fraud.

OneAssist reserves the right to determine the actual time of the call, on the basis of the call records available with OneAssist in order to ascertain the cover.

The Insurer is fully responsible to ensure that the pre-reporting claim payment and lost wallet reimbursement are made in the name of the Cardholder, even if the cheque is sent to OneAssist for administrative convenience. OneAssist's responsibility will be restricted to assisting the Cardholder in the registration and in the follow up of the claim.

The exclusions for Post-reporting fraud are:

- a. Card transactions authorized using PIN / Password issued to the Cardholder by the Bank.
- b. Internet based transactions
- c. Use of counterfeit card
- d. Card transactions incurred by a resident of Cardholder's household, or by a person entrusted with the Card by the Cardholder.

## C. **Emergency Travel Assistance**

The emergency travel assistance services shall be made available to the Cardholder subject to the Cardholder consenting to OneAssist making such enquiries as may be deemed necessary in the sole discretion of OneAssist, in order to assess the claim or the benefit sought to be availed of by the Cardholder.

If the Cardholder is in India or abroad at the time of loss of the Card, OneAssist shall, at its discretion facilitate through its Service Partners, payments to the Cardholder's hotel in order to cover the Cardholder's hotel bill.

OneAssist shall facilitate through its Service Partner, at its sole discretion, payment in India towards ticketing arrangements (in the event the Cardholder is abroad/in India) on behalf of the Cardholder in order to make alternate travel arrangements to return to the travel destination nearest the Cardholder's home. This facility shall be made available in the event the Cardholder's travel tickets have been lost or stolen at the same time as the loss of the Cards.

Any advance made to or on behalf of the Cardholder, including the emergency ticketing and emergency hotel bill payment hereunder shall be interest free and repayable within twenty eight (28) days from the date of the advance being provided. In the event of the advance not being repaid / reimbursed within the stipulated time, OneAssist shall be at liberty to take such action as may be deemed necessary, in the sole discretion of OneAssist, to recover the advance which shall be to the cost of the Cardholder and shall constitute a debt payable by the Cardholder to OneAssist.

The Cardholder shall sign such documents acknowledging receipt of the advance, including the emergency cash assistance at the time such advance is made by OneAssist or through any of its Service Partners.

## D. **DocuSafe**

DocuSafe is a free online locker for safe, secure storage and anytime access of important documents. The Cardholder shall not store any data that is illegal, infringes copyright or any such document that is not proprietary to the Cardholder and/ or possession of which is in contravention of any applicable law.

The Cardholder shall preserve and secure the password and other privacy settings of the DocuSafe facility.

Upon the membership of the Cardholder being terminated, the Cardholder's data in the DocuSafe would be purged after giving 30 days prior notice to the Cardholder to transfer or delete the data from the DocuSafe. Once the membership expires, the data in the DocuSafe will be deleted.

OneAssist shall, to the best of its ability, ensure the confidentiality of the data stored by the Cardholder in the DocuSafe and maintain reasonable security practices and procedures as required under applicable law.

OneAssist shall act in accordance with the privacy policy (as amended from time to time) which is available for viewing/download, on OneAssist's website [www.oneassist.in](http://www.oneassist.in). The terms of such privacy policy shall be deemed to be incorporated herein by reference.

One Assist shall make reasonable efforts to ensure that the DocuSafe feature is available for access at all times.

## E. **PVR Kotak Rewards Program**

**Definitions:** In the PVR Kotak Rewards Program, the following terms shall, unless the context otherwise admits, have the following meanings:

- (a) "PVR Kotak Credit Card" means the co-branded Card issued between Kotak Mahindra Bank Ltd. and Priya Village Roadshow Ltd.
- (b) "PVR Kotak Program" means the PVR Kotak Credit Cards Rewards Program;
- (c) "Delinquent Account" means an account of a Cardholder which has outstanding which has past due or which, in the opinion of the Bank, has unsatisfactory credit standing;
- (d) "Valid Charge" means a charge incurred by and charged to a Cardholder holding a Card and only such a Valid Charge shall be taken into account for award of Cash Points;

## 7. **The PVR Kotak Program**

- 7.1. The PVR Kotak Program is applicable only to PVR Kotak Gold & Platinum Credit Card customers. The PVR Kotak Program is a rewards program that enables a Cardholder to earn PVR tickets as reward on Valid Charges incurred on his/ her Card by domestic/ international purchase of goods and services on the PVR Kotak Card and any other charges as may be included by the Bank from time to time for the purpose of the Program.

7.2. The Bank reserves the right at anytime, without previous notice, to add, modify or amend all or any of these terms and conditions or to withdraw this Program altogether.

## **8. PVR Ticket accrual under the PVR Kotak Rewards Program**

8.1. The Bank will award PVR tickets as per the framework described in the welcome booklet provided with the Card. The framework in the welcome kit would include number of tickets to be earned by spending pre-specified amount worth of domestic/ international purchases of goods/ services. The Bank, at its sole discretion, may also award other benefits for any other transactions either for a specific period or for specific situations/promotional schemes.

8.2. Tickets will not be awarded to Cardholders towards transactions pertaining to personal loans, cash advances and fees such as joining fee, annual fee, Add-On Card fee, multiple card fee, balance transfers, cash advance transaction fee, charges for dishonored cheques, financial charges, delinquency charges, late payment charges, collection charges and any other fee or charge levied by the Bank, balance transfers, EMI transactions, cash withdrawals, demand draft and service charge transactions. Tickets will also not be awarded for transactions which are cancelled. In the event the Tickets awarded to a Cardholder are already utilized and subsequently the transaction on the basis of which the Tickets are awarded gets cancelled, then the Cardholder will be liable to pay the Bank ₹ 250 towards the cost of the Ticket which will be debited to your Credit Card account. Only settled transactions in a billing cycle will be considered for coupon eligibility.

8.3. The above list of transactions may be modified by the Bank at its discretion under intimation to the Cardholder.

8.4. Spends accrued by any Add-On Cards will automatically accrue to the Primary Card Account on which the Add-On Cards are issued and not to any other Card Account.

8.5. The Bank reserves the right to specify the maximum number of PVR tickets that will be awarded to a Cardholder in a given period. The Cardholder will not accrue any further PVR tickets for that time period, once the maximum number of PVR tickets as specified by the Bank is reached.

8.6. All linked Accounts and the PVR Kotak Credit Card must be in good standing (i.e. not Delinquent Accounts) and not cancelled or terminated by the Bank or the Cardholder and the Card should not be temporarily blocked from usage due to fraud/loss/theft/usage of the Card over the assigned Credit Limit at the time of redemption. On the Card Account being regularized, at the discretion of the Bank, the PVR tickets to be issued for redemption.

## **9. PVR Ticket redemption under the PVR Kotak Rewards Program**

9.1. The Cardholder will be informed about his eligibility for the free PVR Movie Ticket(s) through a SMS and Emailer sent automatically to his registered mobile number and Email ID once he swipes the Card for the eligible amount only upon statement generation.

9.2. Cardholder has to claim the coupon codes for the free PVR Movie Ticket(s) for a billing cycle within the next two billing cycles by either sending a SMS from his registered mobile number or visiting NetBanking at [www.kotak.com](http://www.kotak.com)

9.3. Once the Cardholder claims the coupon codes, the coupon codes for the free PVR Movie Ticket(s) will be sent on his registered mobile number as well as on the registered email id. By applying for the Card and agreeing for the PVR Kotak Program the Cardholder is deemed to have consented to receiving the SMS informing him about his eligibility and coupon codes to his registered mobile number. In the event the Cardholder is not willing to receive the above information /SMS on his registered mobile number then the Bank shall not be held responsible or liable any loss incurred by the Cardholder on account of non-receipt of the complimentary PVR movie Tickets.

9.4. The Cardholder has to ensure that he registers his mobile number and email id with the Bank to avail the benefit under the program.

9.5. The coupon code can be used online on PVR website, [www.pvrcinemas.com](http://www.pvrcinemas.com), for redemption.

9.6. In case the coupon code is used online to book a free PVR Movie Ticket(s) the Cardholder will be liable to pay a convenience fees per ticket as applicable and only the cost of the ticket(s) without the convenience fees will be given free.

9.7. In case the transaction doesn't go through on the PVR website and the ticket is not booked then the Cardholder needs to wait for 1 hour before using the coupon code again to book the tickets.

9.8. The coupon code sent to the Cardholder will be valid for 2 months, post which it will become void.

9.9. The coupon code awarded under this program cannot be redeemed for Gold Class, IMAX and Europa class tickets.

- 9.10. These terms and conditions shall be in addition to and not in substitution / derogation to the Cardholder Agreement governing the use of the Credit Card.
- 9.11. Nothing contained herein shall be construed as a binding obligation on the Bank or any Participating Merchant Establishment nor shall amount to a commitment or representation by the Bank to continue this PVR Kotak Program or conduct further similar or other schemes.
- 9.12. The existence of a dispute if any regarding this PVR Kotak Program shall not constitute a claim against the Bank.
- 9.13. Nothing contained in this PVR Kotak Program shall be construed as the Bank having waived any of its rights (including the levy of interest charges) under these terms and conditions.