

## **TERMS & CONDITIONS**

Your first usage shall confirm that you accept these terms & conditions.

The Terms and Conditions are in addition to the Terms & Conditions appearing on the PNB Multi-currency World Travel card application form signed by cardholder.

The Terms & Conditions, facilities & charges are subject to change as per Bank's/RBI guidelines from time to time.

1. The issuance & utilization of the card is subject to compliance by the cardholder of the provisions of applicable laws including the Foreign Exchange management Act, 1999 rules, regulations and directions as issued by Reserve bank of India or other appropriate authority under any law in force from time to time. Adherence of such guidelines is the responsibility of the cardholder. However, Bank shall take adequate measures to ensure adherence, the onus though solely lies with the customer.
2. Applicants are required to complete & submit duly signed application form along with all such documents required.
3. The Card may be used to access travel funds (load amount) at any ATM worldwide, which accepts such Cards, except in India, Nepal and Bhutan. Currently, card cannot be used for making payments towards foreign currency transactions in India, Nepal & Bhutan.
4. The Card enables the cardholder to obtain the travel funds in cash by withdrawal from ATMs and/or ascertain information as to the balance/s on the Card at ATMs (whether of PNB or a Shared Network), make payments at Merchant Establishments through POS terminals and for online transactions subject to availability of funds in the card.
5. Merchant Establishments may reject the use of the Card for any reason whatsoever and Bank shall not be responsible for the same nor should be responsible in respect of goods or items supplied.
6. Transaction limits apply to all ATMs or merchant establishment and may vary between different ATMs belonging to different banks/network/locations and/ or merchant establishment/country of usage. The bank reserves the right to limit the minimum/maximum amount and number of transactions, which may be transacted each day by the use of your card.
7. The bank shall not be responsible/liable for failure of any ATM to dispense cash or if the cardholder is unable to withdraw cash for any reason whatsoever.
8. Use of the Card at any unauthorized location or for any purpose other than as stated under these Terms and conditions is strictly prohibited and may result in cancellation of the Card by Bank.
9. Card issued to applicant will be subject to a maximum spending limit as specified by Bank from time to time, subject to Reserve Bank of India /other regulatory guidelines in force from time to time.
10. Bank shall pay no interest, compensation or any benefit/bonus to the Cardholder in connection with the travel funds and the travel funds do not constitute a deposit by the cardholder with Bank (or with any other person) nor do they entitle the cardholder to any Overdraft/Credit

facility. Notwithstanding anything contained herein, the bank may at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the cardholder.

11. You acknowledge that the software underlying the Services and/ or facilities as well as other Internet related software, which are required for accessing services and/ or facilities are the legal property of the bank and/ or of the respective vendors who have developed and provided the software to the bank for providing the services and / or facilities to you. You shall in no way try to alter, tamper or experiment with the said programme. Any breach on your part will be dealt with under the appropriate law and you shall be liable for damages that may be incurred by the bank.
12. Any payments affected through Internet using customer's password shall be deemed an instruction received from the cardholder itself. The customer shall be solely responsible for the payments made through the Internet even in the event of the customer claiming non-possession of card with him/her.
13. The cardholder, if required, may redeem the utilized balance outstanding on the card on return to India, subject to retention of:
  - The amounts that are authorized and remain unclaimed not settled by the acquirers as of the date of redemption till the completion of the respective settlement cycle.
  - A small balance not exceeding equivalent of USD 100 as specified by bank and which can change from time to time, for meeting any pipelines transactions till the completion of the respective settlement cycle and
  - Transaction fees/service tax payable in INR.
14. The costs, charges and fees in connections with the issue or usage of the card can be deducted automatically from the cardholder's wallet. The details of the cost, charges and fees are enclosed in the Welcome kit. Such, cost, charges and fees are subject to change by the bank from time to time and the same may be ascertained by calling Customer Care/Bank's Website. Additionally, cost/charges/fees or otherwise as assessed and made applicable by the owners/operators of the shared network would also be applicable and will be deducted from the wallet balance. The card funds shall be liable for all charges incurred and all other obligations under these terms and conditions.
15. If wallet balance is insufficient to deduct any cost/charges/fees, the bank reserves the right to recover the same directly from the cardholder and/or from any accounts (including joint accounts) maintained by the cardholder with the bank. In case of card issued to minor, the same be recovered from any accounts used while loading the card (including joint accounts). In case of walk-in customers, a notice shall be sent to customer for repaying the charges within 15 days. Further, lien be marked on the card equivalent to cost/charges etc.
16. Any statutory levy including duties or taxes payable as a result of the use of the card shall be the cardholder's responsibility and if imposed on/recover/sought to be recovered from bank either directly or indirectly, such statutory levy shall be deducted from the wallet balance and/or recovered directly from the cardholder and /or from any accounts (including joint accounts) maintained by cardholder with the bank.
17. In the event of any use of the card, abroad or any charge that is levied on the card, the deductions to the amounts for such purpose shall happen in the hierarchy in which currency priority has been set. In case no such priority is set by the customer, the default currency priority will be decided by the bank. Customer may set priority of currency at the time of card issuance.
18. For transactions in currencies other than that of the card, exchange rate will be applied by Master Card. Currency conversion takes place automatically in an international online environment. We as a bank do not have any role in currency conversion. There is only mark-up of 2% done by Master Card on our behalf in such transactions. The rates used by Master Card are

fine enough and globally acceptable by all banks.

19. Bank reserves the right to terminate/block/decline/suspend the usage of the card/access to the wallet balance, temporarily or permanently, upon occurrence of the situations like Non-adherence or compliance with Terms & Conditions and regulatory/statutory guidelines, demise of cardholder, cardholder becoming bankrupt, insolvency etc., or when it becomes necessary to determine whether any person is rightfully entitled to receive the card or any other steps required by applicable law, rules and regulations or directions of any appropriate authority and if cardholder fails to observe the requisite rules and regulations under Anti-Money Laundering norms. Further, in the event that no single currency wallet has sufficient balance for a particular transaction by the cardholder, the bank shall reject such transactions, notwithstanding that sufficient amounts may be available across all the currency wallets in aggregate.
20. The bank reserves the right to change, at any time, these terms and conditions, features and benefits offered on the card. These changes will be communicated to the customers at least 30 days in advance.
21. In event of reloading the card, Bank reserves the right to:
  - Limit the amount of funds to be loaded on the card
  - Limit the number of times the funds can be reloaded
  - Decline the reload transaction, at its sole discretion
22. In absence of cardholder, a relative can reload the legally permissible amount on the card through valid documents required under FEMA provision.
23. International regulations in connection with transactions shall need to be followed by cardholder.
24. The conversion rates would vary from day to day or can vary multiple times within a day itself. Bank reserves the right to change the rates at its own discretion without prior notification to the customer.
25. If card holder has received funds excess of loaded funds, the cardholder agrees to promptly repay Bank any such funds and if Bank has grounds that cardholder has received funds in excess of loaded funds requested by cardholder then bank reserves the right to recover such excess funds from any account of the cardholder maintained with us (including Joint accounts) or the right to require the cardholder upon notification to immediately make payment of such excess funds.

#### **Liability of the Cardholder for unauthorized transactions through the card**

The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or the situations where purportedly misuse, loss and/or of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to the Bank has been given of such unauthorized transactions having been effected through use of the Card and/or the PIN, and (ii) the Bank blocks the further use of the Card and/or the PIN successfully.

Such situations shall include:

#### **A.**

- ❖ Lack of proper safeguard of the Card and/or the PIN by the Cardholder
- ❖ Having written or otherwise indicated the PIN on the Card.
- ❖ Having written or otherwise indicated the PIN on any article normally carried with or stored with the Card in any recognizable form,
- ❖ Having voluntarily disclosed the PIN to any person, or

- ❖ Having failed to maintain the security of the PIN for any reason whatsoever (and even though the recommended precautions (or other measures) may have been observed/adopted by the Cardholder)

**B.**

- ❖ Delayed notification of misuse, loss, or theft of the Card and/or the PIN, (including on account of the Card-holder)
- ❖ Not notifying the Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN. Or
- ❖ Not notifying the Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendation above or of any other measures adopted for safeguarding the PIN) have been compromised. The Bank shall bear no liability for such transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, or stolen.

**Compliance with applicable laws, rules and regulations**

1. Utilization and/or possession of the Card by the Cardholder is required to be in accordance with the applicable laws (including the Exchange Control/Foreign Exchange Management Act of India), rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time, where card is used.

2. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time. The bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.

3. In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, the Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is of the Cardholder in the individual capacity.

**Disputes (debit to customer)**

Any charge slip or other payment requisition purportedly signed by the Cardholder on account of use of card and received from a Merchant Establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to the Bank as to an unauthorized Transactions having been effected through use of the Card and/or the PIN having been otherwise misused, lost, or stolen (customer to receive number of blocking), and the Bank having successfully blocked such Card and/or PIN.

**Cardholder's indemnification obligation**

In consideration of the Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal 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.

**Governing Law**

The laws of India govern these Terms & Conditions as also the use of the card by the cardholder subject however to the cardholder being subject to applicable laws, rules and regulations of India or such other country occasioned by use of the card outside India. The parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the card instituted by the cardholder shall be brought in the courts of tribunals at Delhi in India and the parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals. Bank may, however, at its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum in any jurisdiction and the cardholder hereby consents to that jurisdiction.