

AMERICAN EXPRESS® GOLD CARD - MOST IMPORTANT TERMS AND CONDITIONS

The MITC updated as on August, 2013 and circulated by American Express Banking Corp. as a part of all Card applications in compliance to Master Circular on Credit Card Operations of Banks issued by Reserve Bank of India.

(a) FEE AND CHARGES

(i)&(ii) Annual Membership Fee for primary Cardholder and add-on Cardholder(s)

Annual Membership Fee is payable for use of the Basic Card and each Supplementary Card issued at the request of the Basic Cardmember. Annual Fee is levied every year at the start of membership year. Annual Fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion.

Product	Standard Annual Fee	Standard Add on Card Fee (Where Applicable)	Membership Rewards Fee (Frequent Traveller Option - FTO) / (Non-Frequent Traveller Option - NFTO)
American Express Gold Card	₹4,500	₹1,500	FTO Bundled with the product
American Express Green Card	₹2,100	₹950	₹800 (FTO) ₹250 (NFTO)
Air India American Express Gold Card	₹5,900	₹2,000	FTO Bundled with the product
Air India American Express Green Card	₹3,750	₹2,000	FTO Bundled with the product

Service Tax: Any Charges mentioned anywhere in this MITC are exclusive of the applicable Service Tax which is billed along with the fee that appears on the billing statement and is levied as per the applicable Service Tax.

Cash Advances Fees	Service Charges
Cash On Card / Cash Advance	3.5% per transaction subject to a minimum of ₹250
Services / Transactions	Service Charges
Duplicate Statement Fee	₹100 per statement for paper statements older than 3 months
Cheque / ECS Return Fee	₹250 per Returned Instrument
Record of Charge / Summary of Charge Retrieval Fee	₹100 per Retrieval
Surcharge on Purchase of Railway Ticket	1.8% of the transaction value or minimum of ₹10+tax if booked on the internet (IRCTC)
Membership Rewards Points	(i) ₹200 per Point Reinstatement (ii) ₹250 for every redemption of Air Miles
Convenience Fee (effective till August 31, 2013)	0.7% fee per transaction is applicable for all electricity payments
Convenience Fee* on electricity, gas and water bill payments (effective from September 1, 2013)	A convenience fee will be levied from September 1, 2013 on all electricity, water and gas payments through Bill Desk Standing Instructions or through American Express EPAY. ₹50 per transaction is applicable for all Billdesk transaction upto ₹15,000 ₹100 is applicable for payment of ₹15,001 to ₹1,00,000 1.95% per transaction is applicable for payment above ₹1,00,000

Surcharge on Fuel Purchase	2.5% of the transaction value (0% at HPCL Gas Station)
HPCL Transaction Foreign Currency Transactions	0.3% fee per transaction is applicable for all HPCL payments above ₹25,000 Currency
Foreign Currency Transactions	Currency Conversion Factor assessment - 3.5% + S.tax

Service Tax: Service Tax (and any Education cess thereon) is levied as per the prevailing rate of Service Tax on fee, interest and other service charges.

*Please note that there will be no convenience fee levied by American Express on payments made directly to the utility service providers (biller), such as payments made or standing instructions set up on biller website. However, service providers (billers) may charge convenience or processing fee on such payments as per their own practices.

(iii) Due Date

All charges are due immediately upon receipt of our monthly statement, payable by the due date given on the statement. In the event of non-receipt of monthly statement, the Cardmember is required to make full payment of the Charges within 18 days of incurring the charge on the basis of Cardmember's copy of the Record of Charges (ROC), or earlier, if requested by American Express.

Indicative example: For a Monthly Bill Statement dated January 13, 2009, the total amount payable by the Due Date is ₹12,000. Then, the Cardmember is required to pay the full amount of ₹12,000 on or before the Payment Due Date or after 18 days of incurring the charge.

(iv) Finance Charges for both Revolving credit and cash advances

There are no Finance Charges applicable, as this is a Charge Card. In a Charge Card, Cardmembers are not allowed to revolve the overdue balance by paying Finance Charges.

(v) Overdue Interest Charges

There are no Overdue Interest Charges applicable for the Card.

(vi) Delinquency Charge

Delinquency Fee (on overdue account balance)

A Delinquency Fee is levied at the rate of 5% on the unpaid balance (with a minimum monthly Delinquency Fee being ₹300). A Delinquency Fee is levied if American

Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the due date. Subsequently, a Delinquency Fee at the rate of 5% per month will be levied on any unpaid balances at the end of each interval of 30 days until the payment is received in full. Sample Illustration - A Cardmember has a total amount due of ₹20,000 payable the Due Date. If the Cardmember does not pay this full amount by the Due Date, the Delinquency Fee that will appear in the next month's bill statement will be calculated as:

$5\% * 20,000 = ₹1,000$. Thus the Cardmember would be charged ₹1,000 + applicable tax, which is the Delinquency Fee payable.

If the Cardmember does not pay this amount in full by the next due date then the Delinquency Fee that will appear in the next month's Bill Statement will be calculated as:

$5\% * (\text{Previous principal balance of ₹20,000} + \text{any fresh transaction on the Card since the last statement generation date})$

(vii) Jewellery Charges

American Express reserves the right to approve or decline jewellery charges in the first six months of Membership irrespective of the charge amount.

(b) DRAWAL LIMITS

(i)&(ii) Credit Limit and Available Credit Limit

There is no pre-set spending limit on the Charge Card. American Express approves charges (spends done on Merchant Establishments in India or overseas) based on the declared personal

resources to American Express, past spending, payment patterns and payment history. American Express reserves the absolute right to deny authorization for any requested charge.

(iii) Cash Withdrawal Limit

The Cardmember will be able to use the Card to access Cash from select ATM (Automated Teller Machines) worldwide. The cash withdrawal limits are as below:

Product	Cash Withdrawal Limit
American Express Gold Card	₹10,000 every 14 days
American Express Green Card	₹8,000 every 14 days
Air India American Express Gold Card	₹10,000 every 14 days
Air India American Express Green Card	₹8,000 every 14 days

Please refer to the applicable service charges as stated earlier

(c) BILLING

(i) Billing Statements - Periodicity and Mode of Sending

A Monthly Statement would be sent to the Cardmember through courier or regular post, for each billing period during which there is any activity or a balance outstanding on his Card Account.

(ii) View Card Account Statement Online

You can access your card account at a click of a button by registering at www.americanexpress.co.in and view your current balance anytime, get a paperless statement and make a payment from anywhere.

(iii) Minimum Amount Payable

Cardmembers are required to pay the full amount as shown in the Statement of Account by the Payment Due Date.

(iv) Method of Payment

Cardmember have to remit the payment, in Indian Rupees, by the due date. Payment to the Card account can be remitted by any of these convenient methods:

- **National Electronic Funds Transfer (NEFT)** - Make a payment towards your account via NEFT mentioning the full 15 digit card number. The NEFT details are as follows:
IFSC Code: SCBL0036020
Name of Bank & Branch: Standard Chartered Bank,
Narain Manzil, 23 Barakhamba Road,
New Delhi – 110001
Account Type: Current
Account Number: 52205899087
- **Direct Debit** - You may also enrol for direct debit each month from your Bank account and credit the Card Account through the Electronic Clearing System (ECS introduced by the Reserve Bank of India (RBI).
- **Online** - Pay your Card bill, online anywhere anytime in three simple steps. Just log on to www.americanexpress.co.in Click on 'Pay your bill now'. Fill in your Card details and the bank account from which you would like to make the payment.
- **Crossed Cheque / Draft** - Please make your crossed cheque/draft payable to AEBC Card No. 37** ***** **. Please mention your name and contact number on the reverse of the cheque and mail it to:
American Express Banking Corp.
Cyber City Tower C, DLF Bldg No. 8,
Sector - 25, DLF City Ph II,
Gurgaon - 122002
- **Cash Acceptance** - Cash payment is also accepted at select Standard Chartered Bank branches.

(v) **Billing Disputes Resolution**

Any clarifications or queries on the monthly statement of the Card Account must be informed to American Express by Calling into the 24 hour Member Services helpline or submitted to American Express in writing within 60 days of the statement date. American Express would take reasonable steps to assist the Cardmember by providing information in relation to his queries to the Card Account.

(vi) **Contact Particulars of 24 hour call centres of Card issuer**

Should the Cardmember require any assistance, Bank's 24 Hours call center can be contacted at the numbers mentioned herein below: American Express Gold Card : 0124-280 1111, 1800-419-1120, Air India American Express Gold Card: 1800-419-1266, 1800-180-1666, 0124-280 1666, 0124-265 0266, Air India American Express Green Card: 1800-419-1261, 1800-180-1261, 0124-465 0261, 0124-265 0266.

(vii) **Grievances Redressal Escalation - Contact Particulars of officers to be contacted**

If the Cardmember is unsatisfied with the response received, the Cardmember can address the grievance to:

Ms. Gunjan Nayyar / Ms. Himani Badola Executive Correspondence Unit American Express Banking Corp. Cyber City, Tower C, DLF Bldg. No 8, Sector - 25, DLF City Phase II, Gurgaon-122002 Phone No. 0124-3362044/0124-3362172	For escalation of grievances, the same can be addressed to: Mr. Rajiv Bathla Head of Operations American Express Banking Corp. Cyber City, Tower C, DLF Bldg. No 8, Sector-25, DLF City Phase II, Gurgaon-122002 Head-Customerservicesindia@aexp.com
---	--

If you are not satisfied with the response or if you have not received a response from us within a month, you may approach the RBI's Banking Ombudsman for redressal. For more details on the RBI's Banking Ombudsman Scheme 2006 you may visit the www.rbi.org.in

(viii) **Complete Postal Address of the Card Issuing Bank**

American Express Banking Corp.
Cyber City, Tower C, DLF Bldg. No 8, Sector-25,
DLF City Phase II, Gurgaon-122002.

(ix) **Charges in Foreign Currency**

If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees. The conversion will take place on the date the Charge is processed by overseas American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting the U.S. Dollar amount into Indian Rupees. If the Charge is in U.S. Dollars, it will be converted directly into Indian Rupees. Unless a specific rate is required by applicable law, you understand and agree that the overseas American Express treasury system will use conversion rates based on interbank rate that it selects from customary industry source on the business day prior to the processing date, increased by a Currency Conversion Factor assessment (currently 3.5%) on such Charges. If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them. Please note that if the charge is made in Nepal and Bhutan, currency conversion factor is not applicable.

d. **DEFAULT AND CIRCUMSTANCES**

(i) **DISCLOSURE** The Cardmember acknowledges that, as per extant 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 Cardmember. The Credit Information Bureau of India Ltd. (CIBIL) is an initiative of the Government of India and Reserve

Bank of India to improve the functionality and stability of the financial system. All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of this American Express shall be reporting information and data (positive or negative) relating to Cardmember's account from time to time to CIBIL and any other agency as the bank may deem fit. American Express will also share the Cardmember information with its groups / associates / entities or companies with whom American Express has tie-up arrangements for providing other financial service products, until and unless clearly stated otherwise.

(ii) Procedure (including notice period) for reporting a Cardholder as defaulter

A Card Account would be overdue or in default due to one or more of the following circumstances:

- Cheque or ECS payments that are not honoured for the full amount
- Failure to pay the full amount by the Due Date (as on the Card Account Statement)
- If any statement made by the Cardmember to American Express in connection with his Card was false or misleading
- For failure to comply with the Terms & Conditions of the American Express Card
- If a petition for Cardmember's bankruptcy is issued or if any attempt is made by any other creditor to seize any of his property.

If Cardmember's Account is in default, American Express requires him to pay immediately all sums outstanding on his Account and American Express reserves the right to cancel his Card.

(iii) The Cardmember's name will be advised to the credit bureau in compliance with the statutory and regulatory requirements.

The Bank will consider withdrawals of such reports on defaults, in a period not exceeding 60 days upon settlement of the full outstanding dues by the Cardmember along with the accrued fee and interest charges apart and other than tax elements.

(iv) Recovery procedure in case of default / account overdue

Bank uses the following follow-up and recovery channels in case of default:

- **SMS:** Messages might be sent on the mobile phone number provided by the Cardmember reminding him of his missed payment.
- **Letters:** Letter might be sent at the mailing address provided by the Cardmember to inform him on his overdue amount, payment due dates and the subsequent delinquency fee levied as well as the consequences of non-payment.
- **Telephone:** Cardmember might be contacted at office and residence telephone numbers to check the status of his payments and to inform him of his overdue amounts.
- **Field visitation:** Visit by an Authorized Recovery Personnel appointed by the Bank would be done at the Contact address of the Cardmember. The Recovery Personnel would advise the Cardmember for regularizing his overdue account and would also address any issues / concerns that the Cardmember may have on his Card Account.
- **Legal Recourse:** Legal recourse might be resorted in exceptional situations, in the event of advance stages of Cardmember's default.

(v) Recovery of dues in case of death / permanent in-capacitance of Cardholder

American Express offers a waiver of outstandings up to ₹50,000 on the Card in case of death of the Basic Cardmember. If the outstanding amount is more than ₹50,000, letter and telephone follow-up will be done with the next in kin / family / etc. of the deceased, informing them about the deceased Cardmember's outstanding amount and advising them to regularize the Account.

(vi) Available Insurance cover for Cardholder and date of activation of policy

(Insurance Cover is not available for Supplementary Cardholders other than as mentioned below) (All amounts in INR, unless otherwise specified)

Category of Card Sum Insured Details	American Express® Green Card
Death due Air Accident (when ticket is booked on American Express Card)	INR 5,000,000

Insurance Benefits are provided by ICICI Lombard General Insurance Co. Ltd. and the

Cardmember is requested to settle insurance claims with ICICI Lombard General Insurance Co. Ltd. directly. The Cardmembers can register for Overseas Medical Insurance by contacting ICICI LOMBARD GIC LTD. by sending SMS OMI to 56767 or email at omi@icicilombard.com

Please refer to the Welcome Pack for Nomination Form. It is the responsibility of the Cardmember to file with the insurance company the duly filled nomination form as applicable. The nomination form is provided along with the welcome pack. Please call us in case you require a copy of the insurance form

Date of Activation of Policy

On enrolment, Cardmember becomes automatically eligible for the Insurance benefits, subject to timely payment of Annual Fee. These benefits remain as long as the Card Account remains valid.

e. TERMINATION / REVOCATION OF CARDMEMBERSHIP

(i) Procedure for surrender of Card by Cardholder - due notice

Any Cardmember, at his discretion, can surrender or terminate Cardmembership at any time. He may call at Bank's 24 hour help line (Card Service) phone number or make a written request to American Express. The termination of Card will only be effective when American Express receives all such Cards (issued for use on the Account) cut into half and the payment of all amounts outstanding in respect of the Account.

f. LOSS / THEFT / MISUSE OF CARD

(i) Procedure to be followed in case of loss / theft / misuse of Card - mode of intimation to Card issuer

Cardmember must notify American Express immediately if Card is lost, stolen, mutilated, or not received when due or if he suspects that the Card is being used without his permission. Cardmember can call the 24 hour help line (Card Service) phone numbers to inform about this loss or theft. American Express would immediately block the usage of the lost / stolen Card, and normally issue a replacement Card in lieu of that. If the lost Card is subsequently received, it must not be used. The replacement Card and subsequent renewals of it must be used instead. The retrieval of the original Card must immediately be reported to American Express and it must be cut in half and the pieces returned to American Express.

(ii) Liability of Cardmember in case of (i) above

Provided that Cardmember has acted in good faith, his liability arising out of any unauthorized use of the Card prior to reporting to American Express shall be limited to Rupees one thousand only. The liability of the Cardmember after American Express receive the above report shall be "nil".

(iii) Cardmembers will not be held responsible for any unauthorized charges made online, or in the physical world, with their Card so long as they comply with the Card conditions and notify us immediately* when they discover any fraudulent transactions.

*Immediately means as soon as the Cardmember is aware, but no later than on or before the due date of the statement in which the fraudulent transaction appears.

In addition to the above, please refer to the Welcome Pack sent to you for detailed Terms and Conditions of American Express Cards.

