

American Express® Gold Card - Cardmember Agreement

31. Assignment

We may assign any of our rights under these Terms and Conditions or the Accounts at any time without your consent to our parent, subsidiary or associate company.

32. Indemnity

You agree to indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and / or any other act, thing or matter arising out of or in connection with this Agreement.

33. Other Terms and Conditions

The use of the Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements or promotions and programs, which may be made available, from time to time.

34. Law that Applies

This Agreement shall be construed and the provision and the use of Card facilities shall be subject to the laws of India and AEBC, and you hereby unconditionally submit to the exclusive jurisdiction of the courts in the State of Delhi.

35. Governing Law and Arbitration

35.1 These Terms and Conditions are governed by laws in India.

35.2 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, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

35.3 Any arbitration award granted shall be final and binding on the Parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.

35.4 This Clause shall survive termination of the Cardholder Agreement.

36. Contact Details

- (i) For any written communication, please write to us at the following address :  
American Express Banking Corp.  
Cyber City, Tower C,DLF Bldg. No 8, Sector-25,  
DLF City Phase II, Gurgaon-122002.
- (ii) For any verbal communication, 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.

For the applicable Charges, Fees & Rate of Interest, please refer to Most Important Terms & Conditions (MITC).

IMPORTANT: Before you use the enclosed American Express Gold Card, please read these Terms and Conditions carefully and thoroughly. If you keep or use the American Express Gold Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the American Express Gold Card. For contact details please refer to the last page of this agreement.

1. Definition

As you read this Agreement, remember the words “you” or “your” mean the person whose name appears on the Card Application. The words “we”, “our”, “us” refer to American Express Banking Corp. (“AEBC”). When we use the term “Card” we are referring to any Card issued by AEBC to you and all other Cards issued on your Card Account, including the Basic Card and any Additional Cards which carry the name of American Express or the Trade Mark or logo or service mark of American Express on the face of the Card. If you are the individual who asked us to issue one or more Cards, you will be called the “Basic Cardmember” and you will have an Account with us which we call your “Card Account”. The Card we issue to you will be called the “Basic Card”. If you, the Basic Cardmember desire another Card for business purposes, you will be issued the “Additional Card for Business Purposes” on your Card Account. If you receive the Card at the request of a Basic Cardmember to use in connection with the Basic Cardmember’s Account, you will be called a “Supplementary Cardmember”, and the Card issued to you will be called a “Supplementary Card”. The term “Additional Card” will, however, include and mean both the Cards issued to the Supplementary Cardmember and the Card issued to the Basic Cardmember as an “Additional Card for Business Purposes”.

Additional Cards are issued at the request of the Basic Cardmember, and they may be cancelled at the request of the “Basic Cardmember” or if the Basic Cardmember is unwilling or unable to meet all obligations relating to the Additional Card or the Account. When that happens, the Basic Cardmember shall ensure that the Additional Cards are surrendered to us, cut in half. The Basic Cardmember shall remain liable for all charges made on the Additional Card(s) before it is returned to us. The Basic Cardmember and any Additional Cardmember using a Basic Cardmember’s Account agree both jointly and severally to be bound by all terms of this Agreement. When we use the term “Establishment” we are referring to any corporation, firm, company or person which holds itself out as willing to accept the use of a Card in settlement of the price of the provisions of any goods or services.

2. Acceptance of this Agreement

If you agree to be bound by this Agreement, you should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us promptly. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Card, you should not use it before the valid date or after the expiration date printed on the face of the Card.

3. Liability for Charges - Immediate Payment

All amounts charged to a Card Account will be called “Charges” in this Agreement. A “Charge” means a transaction made or charged with the Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, interest, taxes as may be applicable and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions. We will send bills to the Basic Cardmember for all Charges.

The Basic Cardmember is liable to us for all Charges including those made in connection with the Basic Card and those made in connection with any Additional Cards. The Additional Cardmember is jointly and severally liable to us for all Charges made in connection with the Card issued to the Additional Cardmember, even though we may send bills to the Basic Cardmember and not to the Additional Cardmember. All charges are due immediately upon receipt of our monthly statement provided, however in the event of your non-receipt of our monthly statement, you shall be liable to make payment of the Charges within 18 days\* (\*effective from April 1, 2013) of incurring the charge on the basis of your copy of the ROCs, or earlier, if requested by us.

You expressly agree that our copy of the monthly statement of charges will be final and conclusive evidence of your liability for the charges stated therein. You further expressly and unconditionally agree that the signature of the Cardmember or the Additional Cardmember on each Record of Charge will amount to an unconditional undertaking by you to pay to us the amount of the charge stated therein. You agree that when you use the Card, you will sign the ROC with the signature as appearing on the Card. Failure to do so will not avoid liability for the Charges. Upon incurring a charge at any Establishment, you must collect your copy of the ROC and the bill from the Establishment.

You agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received electronically from an Establishment’s point of sale terminal or from you shall be admissible to prove the contents of that document for any purpose. We reserve our right to levy a transaction fee, at our discretion, in addition to the amount of charge on any particular transaction at any Establishment.

4. Cash Advance / Express Cash

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs) of select partner Banks and from other locations as may be offered by us from time to time. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you may apply for enrolment in the Express Cash facility. To do so, you must complete and submit an enrolment form. You can contact us at to obtain the form for Express Cash Facility (please refer to the last page of this agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

5. Standing Instructions

If you use the Card for payment towards recurring billing like such as insurance, electricity, phone bills etc. you may give Standing Instructions to the utility provider to charge your Card. You authorize us to pay such instalments for you when due to the utility provider or into any loan scheme run by us or any third party and you agree to pay us for the same when we bill you. You must tell us in writing if you no longer wish us to pay instalments/recurring bills for you. In case you wish to prepay your instalment scheme, we reserve the right to levy a prepayment charge and the total outstanding amount on the instalment scheme would revert as a charge on your Card. If your Card Account is suspended or cancelled, we will stop paying the instalments/ recurring bills for you to any third party.

6. Benefits / Gifts / Discounts / Rewards

- 6.1 American Express may offer various benefits/ gifts / discounts / rewards exclusively for the Cardmembers, from time to time.
- 6.2 These offers are being brought by American Express on a ‘best effort’ basis and any participation of Cardmembers in the programs / schemes for availing the benefits / gifts / discounts / rewards would be purely voluntary.
- 6.3 American Express reserves its absolute right to modify / alter / withdraw any of the benefits / gifts / discounts / rewards, including redemption of the same at any time without prior notice.
- 6.4 American Express does not manufacture / develop any of the benefits / gifts / discounts / rewards and the same are sourced from other establishments by leveraging its business acumen and relationships and therefore, is neither responsible nor guarantees the quality of goods / services so redeemed by the Cardmember, under any of the benefits / gifts / discounts / rewards.
- 6.5 American Express is neither responsible nor liable for any use / nonuse or defects / deficiency of goods / services so redeemed under any of the benefits/ gifts / discounts / rewards.
- 6.6 The benefits / gifts / discounts / rewards may have additional Terms and Conditions and Cardmembers are required to read those Terms and Conditions in conjunction with this Cardmember Terms and Conditions.

7. Monthly Statement

- 7.1 We will send you a statement once a month for each billing period during which there is any activity or a balance outstanding above ₹2,000 on your Account. The statement will identify purchases, Cash Advances, Balance Transfer transactions, fees and all other Charges, payments and changes to your Account during the billing period incurred in India and overseas listed separately. All charges incurred in Nepal and Bhutan will appear under the heading of charges incurred in India. The statement will also disclose to you the statement date, opening balance, new Charges, credits, closing balance and payment due date. The time between successive monthly statements will vary depending upon the number of business days in the month. You can also register online and view the Card statements online by logging onto our website. You agree to notify us in writing of any omission from or error on the statement within 60 days\* (\*effective from April 1, 2013) of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.



7.2 Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of the amount due. Should you not receive the statement within 10 days from the date of your usual statement date, please call us to check the amount payable.

7.3 We reserve our right to levy a service charge, at our discretion, in addition to the amount of charge on any particular transaction at any Establishment.

**8. Payments**

You must always pay us in Indian Rupees with a cheque, NEFT or on the American Express website. You may also authorise us to debit directly to your Account with your financial institution and credit your Card Account with the total amount due on the monthly statement ("National Automated Clearing House"). If you select ECS/ NACH, we will advise you of the Terms and Conditions governing its operation. We may accept late payments, partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to waive any right.

**9. Dishonoured Cheques and Dishonoured ECS/ NACH Instructions**

If you or your representative transmits or causes to be transmitted to us any cheques or drafts or ECS/ NACH payments that are not honoured for their full amount, for each such cheque or draft or NACH payment, we may charge the Card Account as appropriate to cover our internal administration costs.

**10. Late Payment Charge**

If we do not receive payment in full of the Charges shown on any monthly statement by the due date, Late Payment Charges will be levied at the rate of five percent (5%) on the unpaid balance. Subsequently, late payment charges at the rate of 5% per month will be levied on any unpaid balances at the end of each interval of 15 days until payment is received in full. The minimum monthly Late Payment Charge shall be ₹300. Details of Late Payment Charges will be included in your monthly statement and unpaid Late Payment Charges will themselves be treated as overdue amounts and will be further subject to late payment charges. We may take such action as we consider necessary to recover overdue amounts and otherwise protect our interests. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.

**11. Transaction Fee**

For certain transactions that may be charged to the Card (for example Petrol / Gas Stations, Railways or Customs) or other categories that may be introduced in future, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Cardmembers in their monthly statements or through a mailer.

**12. Termination**

BY YOU: You can terminate this Agreement at any time by returning to us all Cards issued for use on the Account cut in half with a written request to terminate. Termination will only be effective when we receive all such Cards and payment of all amounts outstanding in respect of the Account. You can cancel the use of a Card by Supplementary Cardmember by notifying us in writing but you will remain liable for all Charges incurred by the Supplementary Cardmember.

BY US: We can terminate this Agreement at any time on immediate notice or at any time restrict the use you make of the Card without giving reason or cause. Where we terminate the Agreement, all monies outstanding on the Account (including Charges or Cash advances not yet debited) will become due and payable immediately. We may inform Establishments of cancelled Cards. If the Card is cancelled, you must cut it in half and return both halves to us at once. You must hand it over to any Establishment that so requests or to any third party nominated by us. You agree not to use the Card after it has been cancelled.

**13. Default**

We may treat your Account as being in default if you fail to pay us any amount when it is due, if you fail to comply with these Terms and Conditions. If any cheque, draft, debit or other payment is not honoured in full, this will also be default. We may also treat your Account as being in default if any statement made by you to us in connection with your Account or Card was false or misleading, if you breach any other agreement that you may have with us, if a petition for your bankruptcy is issued, if any attempt is made by any other creditor to seize any of your property or if any of your property is seized by any other creditor. If your Account is in default, we require you to pay us immediately all sums outstanding on your Account and we reserve our right to cancel your Card. You further agree that, if you default you will pay us all reasonable costs and expenses incurred or expended by us or on our behalf, including legal fees, in recovering or attempting to recover any monies owing to us.

**14. Use of Cards**

The Card issued to you can be used in India and overseas. You agree to comply and if you are the Basic Cardmember to procure the compliance of all Additional Cardmembers, with all applicable laws from time to time in force which may be affected by use of any Card. You agree and undertake that the American Express Card issued to you, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the American Express Card facility either at our instance or by the RBI. The Globally valid Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non compliance with any such regulations. 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 agree to notify us in writing at once if the Card is lost, or stolen, or if you suspect it is being used without your permission. You shall also file an FIR with the nearest Police Station from where the loss occurred. Provided that you have acted in good faith, your liability to us arising out of any unauthorised use of the Card prior to such notification shall be limited to Indian ₹1,000. You agree that you will not resell or return for a cash refund any merchandise, tickets or services obtained with the Card. You may return a purchase to an Establishment honouring the Card for credit only if the Establishment permits and approves such return. We reserve the right to deny authorisation for any requested Charge. American Express reserves the right to decline all or any jewellery transactions. You agree to ensure that any Additional Cards issued on your Card Account are used in the manner consistent with this clause. Further you also agree and understand that if you are required to get your passport endorsed for any such charges incurred by you as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. For contact details please refer to the last page of this agreement. American Express reserves the right to decline all or any jewellery transactions.

**15. Billing Address**

You must notify us immediately of any change in your name and / or billing address or the names of any Supplementary Cardmembers.

**16. Billing Errors or Inquiries / Problems with Goods and Services**

In the event of any queries on the monthly statement of the Card Account, the same should be submitted to us in writing within 60 days of the statement date. We will take reasonable steps to assist you by providing information in relation to Charges charged to the Card Account. We may charge a reasonable administrative fee for statement reprints or Record of Charge forms. If you do not notify us of an error or omission on the statement within 60 days of the statement date, the statement will be conclusively settled to be correct except for any amount, which has been improperly credited to the Account. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on the credit slip to the Card Account. We are, however, not responsible or liable for any defects or complaints in respect of the goods or services which you may have charged to the Card.

Any dispute should be directly settled with the Establishment. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by the Cardmember may be the subject of set off or counterclaim against us. We accept no responsibility for the failure of any Establishment to accept the Card or for any loss or damage arising from the manner of its acceptance of the Card. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the Cardmember and any dispute arising therefrom should be directly settled with it. For contact details please refer to the last page of this agreement.

**17. Foreign Currency Cash and Cheque withdrawals**

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% + S.Tax) 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.

**18. Renewal and Replacement Cards**

The Card will be valid until the expiration date printed on the face of the Card. You are requesting us to issue to you a renewal or replacement Card before the current Card expires. If you are the Basic Cardmember, you are also requesting us to issue to any Additional Cardmembers renewal or replacement Additional Cards before the current Additional Cards expire. We will bill the renewal fees for the Card Account annually. We will continue to issue renewal or replacement Cards and Additional Cards until you tell us to stop.

**19. Cardmember Information and Consent**

You authorize us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy ourself about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, credit bureaus or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other.

We may disclose information about you and your Credit Card Account to (a) companies within the American Express group of companies worldwide (including other organisations who issue the Credit Card) (b) to any other party whose name or logo appears on the Credit Card issued to you (c) to our suppliers and (d) to organisations who accept the Card in payment of goods and/or services purchased by you in order to administer and service your Account, process and collect Charges on it and manage the benefits or insurance programmes in which you are enrolled. We may also be required to disclose and accordingly furnish details of your Account to credit bureaus or at the request of the Reserve Bank of India and/or any other statutory authority or officials of the Government of India or any State Government in India.

From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.

If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at the address (mentioned on last page of this document). Any information that we find to be inaccurate will be corrected promptly.

**20. The Card Remains Our Property**

The Card remains our property and we can revoke your right and the right of any Additional Cardmember to use it at any time. We can do this with or without giving you notice and with or without cause. If we have revoked the Card without cause, we will refund a proportion of your annual Card Account fee. We may list revoked Cards in our "Cancellation Bulletin", or otherwise inform establishments that the Card issued to you and, if you are the Basic Cardmember, any Additional Cards have been revoked or cancelled. If we revoke the Card or it expires, you must return it to us. Also, if an establishment asks you to surrender an expired or revoked Card, you must do so. You must not use the Card after it has expired or after it has been revoked. You shall continue to be liable for all charges incurred by you after revocation or expiry of your Card till the date your Card is returned to us. The revocation, repossession or request for the return of the Card is not, and shall not constitute, any reflection on your character or creditworthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card. Furthermore, privileges and facilities attached to the Card may be withdrawn at any time at our absolute discretion without giving any notice to you or assigning any reason thereof.

**21. Suspension**

We can suspend your right to use the Card with or without cause and without notice. If we do suspend your Card privileges you cannot use the Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Card privileges we shall not lose any of our rights under these Terms and Conditions or at law.

**22. Authorisation**

You hereby irrevocably authorise us to approach your Company or your banker for attachment of your assets / monies against any outstanding balances on your Card and to do all acts, deeds and things which we may deem fit in connection therewith. This clause shall survive the termination of this Agreement. For contact details please refer to the last page of this agreement.

**23. Debt Assignment**

We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstandings and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on Account of any such assignment, sale or transfer and recovery of outstandings and dues.

**24. Right to set off**

In the event of your delaying or being unable to settle your Card outstandings as provided in this Agreement for any reason whatsoever, you expressly and unconditionally authorise us to set off and adjust any such outstanding against any amounts you have deposited with us under any Account or any amount that may be payable by us, in any capacity, to you on any Account whatsoever.

**25. Use of External Agencies**

We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents. However, we will not be responsible for any consequences arising out of the agents' acts or omissions. All charges payable to such agents to collect our dues will be to your cost and risk in addition to all costs, charges and expenses incurred by us to recover the outstanding dues / amounts.

**26. Limitation of Liability**

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

**27. Miscellaneous**

Establishments may not honour the Card when such Establishments organise and conduct a Discount or Reduction Sale in respect of their merchandise or services.

**28. Changing this Agreement**

We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change. We consider that you have accepted the changes if you keep or use the Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the Card in half and returning the pieces to us. We will then refund a proportion of your annual Card Account fee. You will still be responsible for all fees and Charges made before you terminate the Agreement.

**29. Notices**

We shall be entitled to send any notice to you by prepaid post to your address last known to us. Any information or intimation relating to your Card Account stated on or made a part of the monthly statement shall also be deemed to be a notice under this Agreement. Any notice as sent by us shall be deemed to have been received by you five (5) days after the date of posting.

**30. No Waiver of Our Rights**

No forbearance, delay or failure on our part to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.