

SIB Privilege Card Maestro.







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Terms and conditions governing the issue and usage of SIB's GLOBAL PRIVILEGE CARD

The words and phrases included in this document have the meaning set opposite them unless the context indicates otherwise :

- "Card" means the "SIB Privilege Card" issued by the Bank to the Cardholder for accessing his card account on Participating ATMs (PA), "Maestro" Terminals (MT).
- "Bank" means The South Indian Bank Ltd, a banking company Incorporated in India under the Companies Act 1956 and having its registered office at T.B. Road, Mission Quarters, Thrissur - 680 001 and all its branch offices and includes its successors and assigns.
- 3. "Cardholder" means the customer of the Bank authorized to use the card.
- 4. "Card Account" means the saving account or current account or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of the card. The Cardholder should be either the account holder or sole signatory or authorised to act alone when there are more than one signatories.
- "Transaction" means any instruction given by a cardholder to the Bank using the Card directly or indirectly on the PAMT to effect the transaction by accessing the Card account.
- 6. "Participating ATMs" (PA) include Automated Teller Machines (ATM's) of the Bank and ATM's belonging to other banks (OB) that are participating in shared payment network of MasterCard International and display the 'Cirrus' logo (CIRUS) member Banks of NFS Network displaying 'Infinet' logo

member banks of other Shared Payment Network System (SPNS) and all future tie up which the Bank may have with any other bank(s) or any International or national shared payment network system.

7. "Participating Merchant Establishments" (PME) shall mean establishments that are a part of MasterCard International shared payment network

and display "Maestro" logo Mucstro to honor the card on the Maestro terminals at Merchant Establishments for performing the transaction and shall include among others, stores, shops, restaurants, hotels, airlines and organisations advertised as honoring the

- "Maestro terminal" includes all software, peripherals and accessories at the location of PME required to run the devices for processing the transactions of the cardholder & includes Electronic Data Capture (EDC) terminals, printers, Personal Identification Number (PIN) pads.
- 9. "Terms" refer to the terms and conditions for issuance and usage of the card as more particularly stated bereinsfler.
- 10. Use of terms "you", "you", "him" "he" or similar pronouns shall where the content so admit, mean the Cardholder and reference to masculine gender would include the feminine gender.

APPLICABILITY:

● The issue and usage of card shall be subject to the Reserve Bank of India ("RBI") regulations. Exchange Control regulations of the RBI, Foreign Exchange Management Act, 1999 ("the Act") all the

rules and regulations framed under the Act and as serviced from time to time and any other corresponding enactment in force from time to time.

- In the event of noncompliance by Cardholder with the same, the Cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and such other laws of the land.
- 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 the entitlement. The cardholder shall also endorse his passport for availing Foreign Exchange under Basic Travel Quota (BTQ). The entitlement of exchange should be ascertained (prior to the trip) from the authorised dealer branches of the Bank. The card

cannot be used for effecting remittances for which the release of exchange is not permissible under the present regulations.

ISSUANCE OF INTERNATIONAL DEBIT CARD TO BHUTANESE NATIONALS :

- The reimbursement of expenses incurred by Bhutanese Nationals on their International Debit Card abroad, should be exclusively out of inward remittance to their accounts in India.
- The card can be used in India and abroad but can not be used in Nepal and Bhutan for withdrawal of foreign currency;.

ACCEPTABILITY:

- The card shall be acceptable only for transactions as permitted by the Bank from time to time in India and abroad at the PA and MT. The Bank reserves the right to change the transaction set without any notice to the cardholder.
- Cash withdrawals or deposits are not the permitted transaction at Point of Sale as per sec. 23 of the Banking Regulation Act 1949.

PROPRIETY:

 The card is the property of the Bank and must be returned to an authorized person of the Bank without demur on request.

OBLIGATIONS OF CARDHOLDER:

- The cardholder will be responsible for all facilities granted by the Bank in respect of the card and for all related charges. The cardholder will sign the card immediately upon receipt and keep it in a safe place.
- The cardholder agrees that he will be allowed to withdraw/purchase only a certain amount of cash per calendar day as announced from time to time irrespective of the credit balance in the accounts.
- The cardholder agrees not to attempt to withdraw/purchase using the card unless sufficient funds are available in the account. The onus of ensuring adequate account balance is entirely on him. In the event of account getting overdrawn, he will have to rectify the account balance position immediately with charges, penal interest levied by the Bank from time to
- When requested by the Bank, the cardholder shall provide any information records or certificates relating to any matters in relation to his card account.
- 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 'Maestro' terminals at Merchant Establishments or written down in any form under any circumstances whatsoever. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the cardholder's risk.
- The Domestic cardholder should surrender his card to the authorised official of his branch before going abroad for employment or on emigration.
- The cardholder will not use the debit card for the purpose for which release of exchange is not permissible.

GENERAL TERMS RELATING TO ATM'S AND 'MAESTRO' TERMINALS:

- The Card is operable with the help of a Personal Identification Number (PIN) on PA and MT. The PIN shall be delivered in a sealed envelop to the Cardholder during Card issuance.
- The exchange rate used for all foreign currency transactions will be decided by the Bank and will be binding on the cardholder.
- The value of transactions on PA. MT and all related charges effected by issue or usage of card as announced from time lo time will be debited to the Cardholder's account immediately. Adjustments if any, regarding the transaction will be effected after verification by the Bank. Transactions are deemed, authorised and completed once the receipt is generated at the PA/MT. The Cardholder must sign the Sales Slip generated at the Maestro Terminal. The Cardholder must retain such receipts and reconcile with his account statements. In case of any dispute regarding the transaction, the cardholder shall bring the details to the notice of the Bank immediately, fail-

ing which it will be construed that all the recorded transactions are acceptable to the cardholder and are in order. The Bank's record or transactions processed at the PA/MT shall be conclusive and binding for all purnoses.

- The Bank will not accept responsibility or any dealings the Cardholder may have with any of the member Banks Merchant Establishments participating in the shared payment network of Mastercard International / NFS Network while usage of Card on the Participating ATM's/'Maestro' terminals at Merchant Establishmen including but not limited to the supply of goods and/or services. The card is for electronic use only on the Participating ATM's/ 'Maestro' terminals at Merchant Establishments and should not be used for paying arrangement before completion of transaction like during hotel check in, mail order, phone order purchases and any such usage will be considered as unau and the Cardholder will be solely responsible. The Bank accepts no responsibility for any surcharge levied by the Merchant Establishments and debited to the cardholder's account with the transaction amount or for quality or quantity of the merchandise, warranty or services purchased or availed of by the cardholder from Merchant Establishments including on account of de lay and delivery, non delivery, non receipt of goods or receipt of defective goods from the order placed by the Cardholder. However, the cardholder should notify the Bank of his complaint if any.
- All refunds and adjustments due to any Maestro Terminal error or failure in communication link will be processed manually and credited after due verification. The Cardholder agrees that any debits received during this time will be honoured based only on the available balance in the accounts without considering this refund
- For all cash/ cheque deposit transactions, cheque book request, account statement request made by usage of cards at the Banks' ATM, the Cardholder agrees that such deposits, requests, will be subject to verification by two officials of the bank and such verification will be binding on the cardholder. The same will be processed normally on the next working day. First named applicant is the primary card holder and he alone is eligible for cash withdrawal from networked branches other than the parent branch and this facility is restricted to the primary account of the card holder.

Cash withdrawal facility by cheque drawn on self, is restricted to the networked branches of the bank and the maximum amount of withdrawal is Rs. 25,000/- per day.

EXCLUSION OF LIABILITY:

Without prejudice to the foregoing the Bank shall be under no Liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of

- Refusal by any OB, PME, other member bank to honour or accept a Card
- Effecting transaction instruction other than by a Cardholder or misuse of card due to the cardholders negligence, mistake, dishonesty, misconduct, fraud or handing over the card to unauthorised person.
- Nonfunctioning of the PA, MT, Other Shared Payment Network System/Banks network, OB network, Master Card International network due to machine, mechanical errors/failures or any other reasons beyond the control of the bank.
- The exercise by the Bank of its right to demand and procure the surrender of the card by itself or by any person or computer terminal prior to the expiry date exposed on its face.
- The exercise by the Bank of its right to terminate any Card.
- Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.

LOST/STOLEN CARD:

● Loss or theft of the card must be reported to any of the branches of the Bank by the cardholder in writing along with a copy of a First Information Report (F.I.R) lodged with the local police. Pending obtention of FIR, the card holder may also fax or submit his written intimation of loss or theft to the issuing branch/H.O. Debit

Card Cell. The cardholder will be liable for all the transactions until the card is hot-listed by the Bank. The Bank will upon adequate verification hotlist/cancel the card during working hours on a working day following the receipt of such intimation and recover charges for hotlisting as applicable from time to time from the cardholders account.

 The Bank may at its sole discretion shall issue a replacement card for lost/stolen card at a prescribed charge.

BANK's LIEN

■ The Banks' right of set-off and lien shall extend to all outstanding dues whatsoever arising as a result of the card services extended to and/ or used by the Cardholder.

TERMINATION OF FACILITY:

- The cardholder may discontinue this facility any time by a written notice to the Bank accompanied by the return of the card cut diagonally into two pieces. The cardholder will be responsible for all card facilities, charges etc. notwithstanding the termination of this agreement.
- The Bank shall be entitled to discontinue this facility with immediate effect at any time on account of non fulfilment of terms and conditions by the cardholder, by canceling the card with or without assigning any reason whatsoever by its convenient mode of communication and shall be deemed to have been received by the Cardholder upon posting to the Cardholders' address in India, last notified in writing to the Bank.

DISCLOSURE:

• The bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or state Government or such other agencies directed by RBI from time to time.

UNCONDITIONAL ACCEPTANCE:

- These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the customer and forms a contract between the Bank and the cardholder.
- The cardholder shall be deemed to have unconditionally agreed to have accepted the terms and conditions by signing the card application form and/or acknowledging the receipt of the card in writing and/or signing the card on the reverse and/or performing a transaction with the card or after 15 days have elapsed since the date the card was dispatched to his recorded address on account at the time of issue / renewal/ replacement of the card.
- 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 card holder any such alterations in any manner it thinks appropriate. The cardholder will be bound by such alterations.

SETTLEMENT OF DISPUTES:

● The cardholder agrees that any dispute in relation to issue and usage of the card or whatsoever matter connected to it will be settled by the arbitration as per the rules of Indian Arbitration and Conciliation Act 1996. Further that the Chairman of The South Indian Bank Ltd. or any other person nominated by him will be the sole arbitrator and that the place of arbitration will be

REPLACEMENT OF EXISTING TERMS:

These terms and conditions shall replace the existing terms and conditions if any mentioned in the Account Opening Form relating to ATM Card.

GOVERNING LAW & JURISDICTION:

The terms and conditions mentioned hereinabove, the usage and operation of the card shall be governed by the laws of India and all disputes shall be support to the exclusive jurisdiction of Courts in Thrissur.

I / We understand that upon issue of the SIB Debit Card to me/us, the oridinary ATM cards linked to my/ our account will be de-activated.