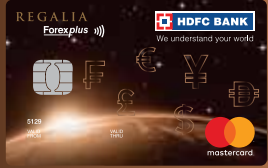


# Terms & Conditions

## HDFC Bank Regalia ForexPlus Card.



### Definitions

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise.

- 'Bank' refers to HDFC Bank Limited, a banking company incorporated in India under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India and includes its successors and assigns.
- 'Card' refers to HDFC Bank Regalia ForexPlus Card, issued to the customer by HDFC Bank in association with MasterCard.
- 'Cardholder' refers to a customer of the Bank authorised to use the card.
- 'EDC Terminal' shall mean Point-of-Sale electronic data capture capable of handling card transactions i.e., Electronic Draft Capture (EDC) terminal, printers, other Peripherals and accessories, including ATM PIN (defined hereunder), pads and necessary software to run the devices and which processes the transaction at the Merchant Establishments abroad (except India, Nepal and Bhutan).
- 'International Transactions' refer to the transactions entered into by the Cardholder on his card outside India, Nepal and Bhutan.
- 'Merchant' means any entity that owns or manages or operates Merchant Establishment.
- 'Merchant Establishments' shall mean establishments or facility, wherever located or registered, which honours the Card and shall include among others, stores, shops, restaurants, hotels, airline organisations, e-commerce websites, advertised as honouring the MasterCard.
- 'Terms' refer to Terms and Conditions for use of the card as specified in this document.
- 'Transactions' mean any instruction given by a Cardholder using a card directly or indirectly to the Bank to effect a transaction.
- 'MasterCard' shall mean mark owned by MasterCard Incorporated or MasterCard Worldwide.
- 'MasterCard ATM network' shall mean ATMs, wherever located, which honour the MasterCard and display the MasterCard symbols.
- In the document, all references to the Cardholder being referred in masculine gender will also include the feminine gender.
- Transaction: Transaction includes cash withdrawals, payment for purchases made/services availed at Merchant Establishments, availing other services by utilising the card at ATMs and/or Merchant Establishments.
- Personal Identification Number (PIN): The Bank will allot to the Cardholder a PIN to be used for cash withdrawals and balance enquiry at ATMs The Cardholder shall be entitled, using the NetBanking facilities, in accordance with the provisions herein, to change the ATM PIN. The Cardholder shall be responsible to maintain the Confidentiality of the ATM PIN/IPIN. The Bank bears no liability for unauthorized use of the card.

### Eligibility, Manner of Applying / Obtaining & Conditions of Issue of the Card

- Any Indian National may apply for the issuance of the Card through any branch /representative of the Bank in India as determined by the Bank, from time to time.
- The applicant for the Card will be required to complete and submit a duly signed application form as required by the Bank and further submit all such documents as may be necessary or required by the Bank.
- The Card, as may be issued by the Bank to an applicant, shall remain the property of the Bank and shall not be transferable and will be honoured at Merchant Establishments only when the Card bears the signature of the Cardholder on the reverse and upon presentation at a Merchant Establishment by the Cardholder.
- The issuance of the Card is subject to compliance by the card applicant of the provisions of applicable laws (including Foreign Exchange Management Act, 1999), rules, regulations and directions as issued by the Reserve Bank of India or other authority under any law in force from time to time.

### Applicability of Rules and Regulations

- The issuance and use 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 the Reserve Bank of India or other appropriate authority under any law in force from time to time.
- Utilization of the card shall be in strict accordance with the Exchange Control Regulations of the RBI. In the event of non-compliance by Cardholder with same, the Bank shall be entitled, either at its discretion, or at the instance of the RBI to debar the Cardholder from holding the card, and cancel and withdraw the card, and the Cardholder shall also be liable for action under the Foreign Exchange Management Act, 1999 and any other Law and/or regulation in force from time to time, relating to the regulation of foreign exchange.
- The Card cannot be used for making payment towards foreign currency transactions in India, Nepal and Bhutan i.e., while using the card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. In case the card is cancelled, whether on account of non-compliance with Exchange Control Regulation 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 dishonoured and the concerned Merchant would be entitled to pick up a cancelled card on presentation.
- The Card may be used within the foreign entitlements as stipulated by RBI from time to time, by Cardholders going abroad for all bona fide personal expenses provided, the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India, would be governed by the baggage Rules/EXIM policy in force at the relevant time. 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 extant regulations. Bank does not permit any payments /transactions using the card on Merchants registered in India, Nepal and Bhutan.
- 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.
- The Cardholder hereby indemnifies and agrees to hold the Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a Consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.
- In case the Card is cancelled (or its use suspended, whether on account of noncompliance 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 dishonoured or otherwise. The risk of dishonouring of a Card that is cancelled (and/or suspended) on its presentment is of such person and/or of the Cardholder in their individual capacity.

### Validity

- The card is valid outside India, Nepal and Bhutan. The card is not valid for payments in foreign currency in India, Nepal and Bhutan. The Card however shall not be valid for payments to Merchants registered in India, Nepal and Bhutan.
- The Card is valid up to the last day of the month in the year of expiry of the card, which is indicated on the card. Upon expiry of the Card, the Cardholder shall destroy the card by cutting it in half diagonally.
- The card is acceptable at any ATM of banks which are members of MasterCard ATM network abroad and any Merchant Establishment outlet abroad.
- The acceptance of MasterCard cards is guided by MasterCard International and information about the same is available on its website. Cardholders are expected to check the acceptance of the MasterCard Regalia ForexPlus Card in the Countries/Cities where they wish to use the Card. The Bank is not responsible for acceptance/non-acceptance of the HDFC Bank Regalia ForexPlus Card at a merchant establishment or an ATM in any country.
- Use of the Card at any unauthorised location or for any purpose, other than as stated under these Terms and Conditions is strictly prohibited and may result in Consequences, including but not limited to cancellation of the Card by the Bank.

### Currency of the Card

- Regalia ForexPlus Card is Single Currency Card loaded in USD Currency only. However; the bank reserves the right, at its sole discretion, to increase or decrease the number of currencies available, without notice.
- The Cardholder, or any other person duly authorised, shall have the option to load value on the Card.

- The Card may be loaded and/or reloaded with foreign exchange during its validity period by the Cardholder, or any other person duly authorised, giving a load instruction in the format as required by the Bank from time to time.
- Instructions once given shall be final and binding on the Cardholder and the Cardholder shall not be entitled to cancel or modify the same without the consent of the Bank. Without prejudice to the above, any loss arising out of any cancellation or modification of instructions shall be borne by the Cardholder.

### Prepaid NetBanking facility

- At the time of issue of the Card, the Cardholder shall also be issued with the IPIN through which the Cardholder shall be entitled to access the NetBanking services offered ("net Banking") in relation to the Card in all its future transactions.
- Through the NetBanking service, the Cardholder shall also be entitled to customize ATM PIN that will be required for the Cardholder to access ATMs, which are members of MasterCard ATM network.
- It is clarified the Cardholder shall be solely responsible for the modification and safekeeping of the ATM PIN/IPIN.
- The Cardholder understands that any electronic facilities that are being provided are solely for the convenience of the Cardholder. The Cardholder agrees and acknowledges that communication through such electronic modes is subject to interference or modification by result of unauthorised access by third parties and/or loss or modification of communication due to errors in transmission. It is clarified that the Bank shall be entitled to rely on any such communication duly received, and to act upon the same without being required or expected to carry out an independent verification as to the authenticity, validity or correctness of such communication.

### Cardholder Obligations

- The Cardholder shall at all times ensure that the card is kept at a safe place, and that the ATM PIN/IPIN issued by the Bank at the time of issue of the Card are kept secret. The Cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The Cardholder will sign on the reverse of the card immediately upon receipt.
- Notwithstanding any security measures that may be implemented by the Bank in respect of the Card, the Bank shall not be responsible for any misuse of the Card by any third person, including by reason of the Cardholder disclosing the activation code or the ATM PIN / IPIN to such person.
- Personal Identification Number (PIN): The Bank will allot to the Cardholder a PIN to be used for cash withdrawals and balance enquiry at ATMs. The Cardholder shall be entitled, using the NetBanking facilities, in accordance with the provisions herein, to change the ATM PIN. The Cardholder shall be responsible to maintain the confidentiality of the ATM PIN/IPIN. The Bank bears no liability for unauthorized use of the card.
- The Cardholder will be responsible for all facilities granted by the Bank in respect of the card and for all related charges for use of the card.
- In case, the Cardholder has any dispute in respect to any charge indicated in the Statement, the Cardholder shall advice details to the Bank within 30 days of the Statement Date, failing which, it will be construed that all charges are acceptable and in order. The Bank may not at its sole discretion accept any disputes on charges older than 30 days.
- Any amount due and payable by the Cardholder and/or the Corporate/Enterprise to the Bank, if not paid separately, shall be recovered by the Bank from the balance available on the Regalia ForexPlus card and/or debit the amounts due from any account held by the Cardholder with HDFC Bank.
- The Card is not transferable or non-assignable to any other person by the Cardholder under any circumstances.
- The Cardholder is not entitled to earn any interest in connection with his Funds and these funds do not constitute a deposit by the Cardholder with HDFC Bank. The Card does not entitle the Cardholder to any Overdraft / Credit Facility.
- You undertake and agree not to use the Card for making payment for any illegal purchases i.e. purchase of items / services not permitted by the RBI as per Foreign Exchange Regulations.

### Lost or Stolen Cards

- The Cardholder should inform the Bank at the Bank's Customer Care Centre immediately, if the Cardholder believes that the Card has been lost or stolen or misused.
- If a card is lost or stolen or misused, the Cardholder must immediately hotlist the card either through the NetBanking access provided or by calling the 24\*7 Phone Banking numbers provided. In the event of any unauthorised transactions being made on the Card after such Card has been lost or stolen, the Cardholder should also file a report

with the local police and send a copy forthwith thereafter to the Bank. The Cardholder will be liable for all the charges incurred on the card until the card is hot-listed. In case of an unsigned card, the Cardholder will be liable for all charges incurred on it. The Bank upon adequate verification will permanently suspend the card and will not be liable for any inconvenience caused to the Cardholder on this account. The Bank will hotlist/cancel the card immediately on the receipt of such intimation.

- The Cardholder shall take cognizance of the fact that once a card is reported lost/ stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the Bank and adequate care taken to prevent its misuse.
- The Cardholder is responsible for the security of the card and shall take all steps towards ensuring the safe keeping thereof. In the event, the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the Cardholder.

### ATM Usage

- The card is operable with the help of a confidential ATM PIN at ATM locations. The ATM PIN should never be disclosed to any person or written down where any other person may discover it. Any such disclosure or inadequate protection of the confidentiality of the ATM PIN is entirely at the Cardholder's risk. All transactions conducted with use of the ATM PIN will be the Cardholder's responsibility and he will abide by the record of the transaction as generated.
- The card is acceptable at any MasterCard ATM network belonging to institutions abroad. The Bank will not accept responsibility for any dealings the Cardholder may have with the other institutions including but not limited to such services. Should the Cardholder have any complaints concerning any MasterCard ATM network establishment, the matter should be resolved by the Cardholder, and the establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately.
- There will be separate service charges levied for facilities that will be announced by the Bank from time to time, and such charges may be deducted by the Bank from the balances available on the Card. In a situation where the Card does not have sufficient funds to deduct such service charges, the Bank reserves the right to deny such transactions and the decision of the Bank shall be binding on the Cardholder. The Bank shall not be liable for any consequences arising out of denial of transactions. The Bank shall have the right to set-off and lien, irrespective of any other lien or charge, present or future value of all balances held in the Card, to the extent of all outstanding dues, whatsoever, arising as a result of the services extended by the Bank.
- HDFC Bank will not be liable for any failure to provide any service or to perform any obligation thereof, under where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM / POS machine or the Card temporarily, insufficiency of funds, any dispute or other circumstance beyond its control.
- In case of debits in excess of funds held by the Cardholder, the Cardholder permits the Bank to debit his accounts(s) held with the Bank and / or reimburse the Bank funds towards such excess utilization subsequently on return, in case he does not have any operating account with the Bank.
- Bank will not be liable for any consequential or indirect loss or damage arising from or related to the loss / issue of the Card and related PIN, howsoever caused.
- The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. Bank shall not be liable if these services are withdrawn without notice thereof.

### Alerts

- The Bank may elect to send alerts to the Cardholders in relation to the use/holding of the Card from time to time, using any modes as it may deem fit, including but not limited to E-mail and/or SMS modes. For the purpose of sending such alerts, the Bank shall be entitled to rely on any information provided by the Cardholder in the application form or in any writing thereafter. The Bank may modify or withdraw such alerts facility at any time as it may deem fit.
- In the event there is any change in your Email ID and / or your mobile number, you need to get the same updated in bank records through NetBanking or by giving a request in writing about such modification(s). HDFC Bank shall not be liable for any loss, damage or inconvenience caused to you in case you do not receive such alert(s) due to any technical reasons at your end or at the respective telecom operator end or for any reason not within the reasonable control of the Bank.

### Merchant Location Usage

- The card is acceptable at all electronic Merchant Establishments abroad which display the MasterCard logo.
- The card is meant for electronic use only and will be acceptable only at Merchant Establishments that have an EDC terminal, or are honouring the card for online payments through an acceptable payment gateway. The card is acceptable/operable with the help of the Cardholder's signature/ATM PIN at EDC terminals, installed at

Merchant Establishments, or with the use of the Card on the relevant websites. Any usage of the card other than electronic use will be considered as unauthorised and the Cardholder will be solely responsible for such transactions. For the purposes of this Paragraph 48, "Electronic usage" shall be construed as transactions processed by the Merchant in online mode and where the charge slip/transaction slip is printed electronically from the EDC terminal, or payments made online through a payment gateway acceptable to the Bank.

- Transactions are deemed authorised and completed once the EDC terminal generate sales slip. The amount of transaction is debited from the balances available on the Card immediately. The Cardholder should ensure that the Card is used only once at the Merchant Establishment for every purchase. The sales slip will be printed each time the card is used and the Cardholder should ensure that there is no multiple usage of the card at the Merchant Establishment at the time of each such use.
- The Bank will not accept responsibility for any dealings the Cardholder may have with the Merchant Establishment including, but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately.
- The Bank, accepts no responsibility for any surcharge levied by any Merchant Establishment or ATM service providing Bank / ATM Network and debited to the balance on the Card with the transaction amount.
- The Cardholder must sign a sales slip whenever the card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will be binding on the Cardholder.
- Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded, on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the card except where the card has been lost, stolen or fraudulently misused, the burden of proof, for which shall be on the Cardholder.
- In case, 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. Reveal/Refunds of debits due to such transaction will be processed manually and the cancelled sales slip needs to be produced, if called for.
- All refunds and adjustments due to any merchant/device error or communication link will be processed manually and the amount will be credited to the Card after due verification and in accordance with MasterCard rules and regulations as applicable, and in such currency as determined by the Bank. The Cardholder agrees that any debit received during this time will be honoured, only based on the available balance in the account(s) without considering this refund. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.
- The card is not to be used at the hotels during check-in (Pre-Authorization transactions) and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
- The card should not be used for any Mail Order/Phone Order/Over the Internet purchases and any such usage will be considered as unauthorised and the Cardholder will be solely responsible. Notwithstanding the responsibility of the Cardholder, the Bank shall be entitled to reject such transaction
- Quality of Goods and Services: The Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. It must be distinctly understood that the card facility is purely a facility to the Cardholder to purchase goods or avail services and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise howsoever regarding the goods or services, and any dispute must be resolved by Cardholder with the Merchant Establishment
- A purchase and a subsequent credit for cancellation of goods / services shall be treated as two separate transactions. The refund, if any, entitled to you will only be credited to your account (less cancellation Charges) as and when it is received from the Merchant. If the credit is not posted to your Card account within 30 days from the day of refund, you must notify HDFC Bank, also with a copy of the credit note / void slip from the merchant or Authorization cancellation letter from the Merchant. i.e. a letter from the Merchant on the letterhead of the merchant stating the following details (Card Number, Transaction Date, Transaction Amount and Authorization Code that needs to be released and the letter should be duly signed by the merchant with the stamp). HDFC Bank accepts no responsibility and / or liability for any delay caused in this regard for any reason whatsoever.



Card Usage

60. The Bank will debit the balances on the Card, in the manner as provided here in above, for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the Card ("Transaction"). All Transactions will be reflected in the Statement of the Card. Such statements shall be mailed to the Cardholder at the end of the month in which the card has been used for transaction, through physical statement sent to registered postal address or through e-mail sent to the registered email address of the cardholder. Further such statements for the last 6 months will also be made available to the Cardholder through the NetBanking facility.
61. The Cardholder agrees that the Bank's record of transactions relating to his card is authentic and conclusive.
62. The Cardholder is advised to retain a record of transactions generated by the ATM/EDC terminals at Merchant Establishments with him.
63. The Cardholder agrees and understands that there can be scenarios when a Regalia ForexPlus Card can get over-utilized, resulting in the Bank paying on behalf of the cardholder, and the card getting into a negative balance. The Cardholder agrees and understands and takes responsibility to make good this negative card balance to the bank, as the Bank has paid this sum for the goods / services utilized by the Cardholder. The Cardholder also accepts that the bank reserves the right to regularize negative card balance by debiting any account held with the bank without any prior confirmation from the cardholder.
64. The Cardholder agrees not to attempt to withdraw / purchase using the card unless sufficient funds are available on the card. The onus of ensuring the adequate card balance shall entirely be on the cardholder.

Dynamic Currency Conversion (DCC) facility

65. DCC stands for Dynamic Currency Conversion whereas MCC stands for Multiple Currency Conversion.
66. DCC / MCC at ATM / POS gives the cardholder an option to initiate a transaction in the currency of his choice. It also assists the cardholder to know the exact transaction value in the currency selected at the time of transaction.
67. It is not advisable for a Forex Cardholder to opt for DCC/MCC while using Forex card for making payments, since the transaction passes through cross currency conversion twice.
68. In case of first leg of conversion in DCC i.e. conversion from local currency to the currency of choice of the Cardholder, exchange rate is decided by the merchant and communicated to Cardholder at the time of transaction. The bank does not have any role in deciding the exchange rate.
69. In case of second leg of conversion in DCC i.e. conversion from the currency of choice of Cardholder to the currency available on Forex card, conversion will also attract cross currency transaction charges which will get debited to the Cardholder.

Residents

70. The use of the card is allowed for the purposes as per the applicable foreign exchange control regulations.
71. As per RBI guidelines in case the amount on account of use of the card during visits abroad exceed the Cardholder's foreign exchange entitlements, the Cardholder should provide documentary evidence for the usage of foreign exchange utilised. The Bank is authorised to report the matter to any relevant authorities, in this regard giving full details.
72. As per applicable laws, for every foreign currency transaction the Cardholder should submit a duly completed and signed A2 form and have his passport endorsed for the foreign currency utilised.
73. In case the Cardholder is not contactable or not able to submit the same within the reporting time as specified by RBI, the Cardholder authorises and indemnifies the Bank to fill in and submit the request for purchase of foreign exchange (A2 form) on behalf of the Cardholder.

RECEIPT OF FUNDS IN EXCESS OF THE LOADING AMOUNT

74. If the Cardholder has received funds in excess of the loading amount, the Cardholder agrees to promptly pay HDFC Bank any such funds upon such terms and conditions as HDFC Bank may specify. If HDFC Bank has grounds to believe that the Cardholder has received funds in excess of the loading amount requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or HDFC Bank system) HDFC Bank will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the loading amount upon such terms and conditions as HDFC Bank may specify. HDFC Bank further reserves the right to recover such excess funds from any account of the Cardholder maintained with itself or any of its group companies, whether such account be a joint

account or a sole account or otherwise, or and/or the right to require the Cardholder upon notification to immediately make payment of such excess funds, upon such terms and conditions as HDFC Bank may specify. In the event a demand or claim for settlement of outstanding dues/funds received in excess of loading amount from the Cardholder is made either by HDFC Bank or any person acting on behalf of HDFC Bank, the Cardholder shall pay to HDFC Bank unconditionally the entire amount outstanding on the Card and/or the funds received in excess of the loading amount. Nothing in these terms and conditions shall affect HDFC Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time subsisting between HDFC Bank and Cardholder.

Disputes

75. A sales slip with the 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 and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction.
76. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with applicable charge indicated in the Statement within Ninety Days of 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 along with details including a copy of the sales slip or payment requisition.
77. The Bank accepts no responsibility for refusal by any Merchant Establishment to honour the card. The Cardholder has to raise a dispute with the bank within 45 days from the date of transaction or attempted ATM Cash Withdrawal towards any unauthorized transactions performed on the card account and shall perform all reasonable efforts towards resolving the disputed transaction by carrying out proper investigation and accordingly raising chargeback with the merchant acquiring bank for the disputed amount. In the event of re-presentment of Chargeback received from the merchant acquiring bank towards the dispute transaction raised, the decision of the merchant acquiring bank shall be final and HDFC Bank shall not be liable for any payment to be made to the Cardholder for the disputed amount. Bank will not accept any disputes raised by the Cardholder post 45 days towards any unauthorized transaction made on the card account, whatsoever.
78. This agreement will be constructed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the courts of Mumbai, India only.
79. The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in the resolution of a dispute.

Exclusion of Liability

80. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising, directly or indirectly out of:
- a. Any defect in goods or services supplied
  - b. The refusal of any person to honour or accept a card
  - c. The malfunction of any POS terminal ATMS resulting in non-acceptance of the card and/or PIN / ATM machine leading to non-disbursement of the cash
  - d. Effecting transaction instruction by any person other than the Cardholder;
  - e. Any Statement made by any person requesting the return of the card or any act performed by any person in conjunction;
  - f. Handing over of the card by the Cardholder to anybody other than the designated employees of the Bank at the Bank's premises;
  - g. Disclosure to any third party of the activation code, ATM PIN or IPIN;
  - h. The exercise by the Bank of its rights, demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal;
  - i. The exercise by the Bank of its right to terminate any card.
  - j. Any injury to the credit character and reputation of the applicant alleged to have been caused by the repossession of the card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the card;
  - k. Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank;
  - l. Decline of a transaction because of the Cardholder exceeding its foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlements; and
  - m. Decline of transaction due to any reason at a Merchant location/ATM

Insurance Benefits

81. The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and that the insurance company will be solely liable for compensation if any, in case of the death of a Cardholder and/or loss of baggage and/or loss of passport and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company.
82. The Cardholder acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his maintained in good standing. On the card being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of card. Further, the Cardholder also agrees that even during continuation of his card, the Bank may at any time at its sole discretion and with reasonable notice thereof to the Cardholder, suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue this benefit.

Terms and Conditions of the Insurance Cover:

Personal Accident Insurance

This is a death-only cover, with a maximum limit of Rs.5,00,000, valid on any bodily injury resulting in death by Air/Rail/Road accident. This death to be within 12 months of the injury. The accidental injury and subsequent death has to be within the validity period of HDFC Bank Regalia ForexPlus Card.

Loss of Checked Baggage Cover

The maximum cover is for Rs. 20,000. It applies on loss of checked baggage caused by the airline and the liability admitted by the airline. The payment under Insurance Cover will be reduced by any sum for which the airline is liable to make the payment.

Passport Reconstruction Cover

Actual cost of reconstruction of passport only with a maximum limit of Rs. 20,000. Cost of reconstruction on VISA not included Compensation for reasonable and necessary expenses to obtain a duplicate passport. \*Insurance company/policy number is subject to change in future.

Intimation & document/claim submission for availing insurance cover

Any fraudulent transaction / unauthorized debit should be intimated to the bank within 30 days from the date of transaction. Supporting documents/claim should be submitted within 60 days from the date of transaction. Insurance Cover so provided does not covers/considers Theft/Robbed/Robbery cases of the cards/baggage.

Termination

83. The Cardholder may discontinue this facility at any time by getting the card hot-listed. However, for the transactions done during the period the card was active, but posted on the card after the surrender, the Cardholder shall be entirely liable. In case of a dispute on any transaction, Cardholder can notify the Bank and the Bank can raise a chargeback as per regulations of MasterCard.
84. The Bank shall be entitled to discontinue this facility at any time by cancelling the card by giving 30 days' notice and it shall be deemed to have been received by the Cardholder within 30 days of posting to the Cardholder's address in India last notified in writing to the Bank.
85. 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.

Indemnity

86. The Cardholder agrees to indemnify the Bank against all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:
- a. Negligence/mistake or misconduct of the Cardholder
  - b. Breach or non-compliance of the Rules/Terms and Conditions relating to the card.
  - c. Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents ATMs/EDC terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures
87. 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.

Terms

88. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms of these Terms and Conditions by signing the card application form, acknowledging the receipt of the card in writing, by signing the reverse of the card, by performing a transaction with the card or by usage of the card.
89. 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 alteration unless the card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.
90. The Bank may introduce new services from time to time. The existence and availability of the new functions will be notified to the Cardholder as and when they become available. The changed Terms and Conditions applicable to the new services shall be communicated to the Cardholder. By using these new services, the Cardholder agrees to be bound by the Terms and Conditions applicable.
91. These Terms form the contract between the Cardholder and the Bank. By applying for the card and accessing the services, the Cardholder acknowledges and accepts these Terms and Conditions. These Terms and Conditions will not be in addition to and not in derogation of the Terms and Conditions relating to any account of the Cardholder.

Governing Law

92. These Terms and Conditions and/or the operations in the accounts of the Cardholder maintained by the Bank and/or the use of the services provided through the card shall be governed by laws of the Republic of India and no other nation. The Cardholder and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the card can be accessed by a Cardholder 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 of the Cardholder and/or the use of the card.

Severability and Waiver

93. Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. Notwithstanding the foregoing, in the event of the illegality or unenforceability of any Term and Condition herein, the Bank reserves the right to withdraw the Card forthwith.
94. No act, delay leniency or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies available to the Bank under law or at equity.

Assignment

95. The Cardholder acknowledges that the Bank may assign, transfer or convey any or all its rights and obligations in respect of the Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

Miscellaneous

96. The Bank reserves the right to use the information provided by the Cardholder on his/her application and during surveys, information from external sources, including consumer reports, for marketing reports and activities carried out by the Bank/Affiliates, the Bank may use this information to develop mailing lists that may be used by companies with whom the Bank shall work to develop marketing offers for the Cardholder.
97. In addition to the general right to set off or other right conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the balance on the Card with any other account(s), which the Cardholder maintains with the Bank and its Group Companies, and setoff or transfer money, standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to the Bank under his/her Card.
98. The Cardholder shall forthwith notify the Bank of any change in his/her address for communication as stated in the application form for the Card. The Bank reserves the right to change the cardholder's address in its records if such change in address comes to the notice of the Bank. The responsibility shall be solely of the Cardholder to ensure that the Bank has been informed of the correct address for communication, and the Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

99. The Cardholder agrees to adhere to and comply with all such Terms and Conditions as the Bank or its Affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Bank or its Affiliates, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Terms and Conditions prescribed by the Bank or its Affiliates for such facilities/services, as may be prescribed from time to time. The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of principal amount of the Loan/financial/credit facility or interest/charges due thereon the Bank and/or its directors/partners/supplementary cardholders, as applicable, may report the Cardholder as defaulters in such manner and through such mediums as the Bank or RBI in their absolute discretion may think fit.

