



# Cardmember Agreement



**Please Note:** Effective 15th November 2013, RBS credit cards portfolio has been transferred to The Ratnakar Bank Ltd. (RBL). Effective this date all legal liability with respect to credit card portfolio transferred will rest with RBL and RBS holds no warranty and makes no representation regarding the delivery, quality, suitability of services / products. Any disputes regarding the products/services of RBL related to the credit cards shall be addressed by RBL and RBS shall not be liable for the same. From the effective date, the terms and condition of the cardmember agreement will have to be read with the name of RBL in place of RBS.

## **MOST IMPORTANT TERMS AND CONDITIONS**

**w.e.f. 15.11.2013**





## **MOST IMPORTANT TERMS AND CONDITIONS**

- A. The "Most Important Terms and Conditions" ("MITC") are applicable to all residents of India holding a valid and current The Royal Bank of Scotland ("Bank") Credit Card of any description issued by the Bank ("Credit Card") in accordance with the terms and conditions applicable thereto including but not limited to the Additional Terms and Conditions.
- B. Cardmember shall mean the person who has accepted an RBS Credit Card.
- C. The MITC and all information herein is applicable to all Credit Cards /Cardmembers/applicants of Credit Cards/ Customers of the Bank/members of the general public evincing interest in the Credit Card product of the Bank, forthwith.
- D. All Cardmembers/applicants of Credit Cards / Customers of the Bank /members of the general public evincing interest in the Credit Card product of the Bank are informed that the MITC are subject to change at the discretion of the Bank and in accordance with laws as applicable from time to time.
- E. The said MITC is in addition to and to be read along with the terms and conditions of the Cardmember Agreement of the Bank.
- F. If the terms and conditions are unacceptable to you, please inform us in writing and destroy RBS Credit Card by cutting it diagonally in half across the magnetic strip, and return the same to us within 10 days of receipt of the Credit Card.



### **1. ISSUANCE AND LIABILITY**

- a) The Bank shall issue the Credit Cards to such applicants/Customers of the Bank /members of the general public evincing interest in the Credit Card product of the Bank, who qualify for the issuance as indicated in the Banks' Credit Card issuance policy, as applicable from time to time. In addition, the Bank at its sole and exclusive discretion shall decide upon the Credit Limit and/or Cash Withdrawal Limit to be granted to any Cardmember. The Credit Limit and/or Cash Withdrawal Limits are communicated to the Cardmember at various instances, including but not limited to at the time of delivery of the Credit Card and the Cardmember's periodic Statement. The available Credit Limit and/or Cash Withdrawal Limits





at the time of periodic Statement generation is provided as a part of the Statement and the Bank at its discretion may review the Cardmember's Account periodically and increase or decrease the aforesaid limit(s) based on internal criteria upon prior notice. Cardmembers seeking to have their respective Credit Limit and/or Cash Withdrawal Limit increased/ altered can do so by writing a request to the Bank along with all necessary documents that may be sought by the Bank. The Bank, at its sole discretion and based on such new documents provided, may choose to increase/alter the Credit Limit and/or Cash Withdrawal Limits of the said Cardmember.

- b) These terms and conditions shall be binding on the Cardmember on acceptance/swipe of the Credit Card and its usage.
- c) No materials (including marketing materials) shall constitute to be an offer/promise from the Bank to issue a Credit Card to the applicants/Customers of the Bank/members of the general public evincing interest in the Credit Card, including requests/ applications for the issue of Add-on Credit cards.
- d) In the event that an Add-on Credit Card is issued by the Bank, the Primary Cardmember shall exclusively at all times be responsible towards the total amount payable to the Bank on account of transactions incurred by the Primary and the Add-on Cardmember.
- e) The Bank may require the applicants/Customers of the Bank/members of the general public evincing interest in the Credit Card to produce/submit such documents as may be required by the Bank at its sole discretion or as stipulated by the applicable law thereto.



## **2. FEES AND CHARGES**

### **a) Joining Fees and Annual Fees**

There are joining fees, annual fees and renewal fees applicable on various Credit Card(s) issued by the Bank. Such fees vary from Cardmember to Cardmember, and from particular description of Credit Card to Credit Card. The applicable fees shall be as communicated to the Cardmember at the time of applying for the Credit Card and/or at the time of issuance of the said Credit Card. Further, such fees,





as applicable, are directly charged to the Cardmember's Account and are indicated on the Card Statement accordingly.

**b) Cash Withdrawal /Advance Fees**

The Cardmember can use the Credit Card to withdraw cash from ATMs in India or overseas in accordance with the compatibility of the Credit Card at the said ATM(s). A transaction fee shall be levied on all such withdrawals and would be billed to the Cardmember in the next/forthcoming Statement. The transaction fee is subject to change at the sole discretion of the Bank. Further, all Cash Withdrawal transactions shall also carry a Finance Charge from the date of withdrawal until the date of full and final payment. For details on applicable charges, please refer the Schedule of Charges in the Cardmember Agreement, and Most Important Terms and Conditions document, on the reverse of monthly Statement or on the Bank website.

**c) Schedule of Charges and Interest Rates**

- i) All charges and fees, as applicable from time to time, are payable by Cardmembers towards the services provided by the Bank to the Cardmember(s) and/or for defaults/delays committed by the Cardmember(s) towards payments or otherwise of their respective Credit Card Account(s).
- ii) The Bank exclusively retains the right to alter any/all charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, upon issuing at least a 30-day prior notice to the Cardmember of such change/alteration in the charges or fees. It is clarified that the said changes may be indicated / communicated to the Cardmember through any media chosen exclusively by the Bank at its sole discretion.
- iii) Cardmember(s) can use their respective Credit Cards for availing such values-added facilities including but not limited to Rewards Program, Premier Club Program, Credit Shield Insurance





and Smart Bill Pay Program (hereinafter collectively referred to as "Optional Facilities"). The said Optional Facilities may be availed voluntarily by the Cardmember(s) upon such terms and conditions as may be specifically applicable to such Optional Facilities, and at such rates and charges as indicated more specifically in the Schedule of Charges herein below. It is clarified that the Optional Facilities are to be availed by the Cardmember(s) by specifically accepting/opting/ordering/not requesting withdrawal from the Bank, wherein the Bank shall facilitate the provision of Optional Facilities without having any liability

**Schedule of Charges**

Particulars	Smart Miles Titanium Card	GO Titanium Card	Titanium One/ Smart Gold Card	New Gold Card	Freedom/ Goodlife/ One Card
Standard Joining Fee <sup>a</sup>	Applicable fee as per card type will be communicated at the time of applying and once charged will be indicated in the statement.				
Standard Annual Fee <sup>a</sup>	Applicable fee as per card type will be communicated at the time of applying and once charged will be indicated in the statement.				
Standard Add-on Card Fee <sup>a</sup>	Applicable fee as per card type will be communicated at the time of applying and once charged will be indicated in the statement.				
Finance Charges (Retail Purchases & Cash) <sup>A</sup>	APR upto 3.5% p.m. (42% p.a.)	APR upto 3.5% p.m. (42% p.a.)	APR upto 3.5% p.m. (42% p.a.)	APR upto 3.5% p.m. (42% p.a.)	APR upto 3.5% p.m. (42% p.a.)
Balance Transfer Finance Charges <sup>A</sup>	1.49% p.m. (17.88% p.a.)	1.49% p.m. (17.88% p.a.)	1.49% p.m. (17.88% p.a.)	1.49% p.m. (17.88% p.a.)	1.49% p.m. (17.88% p.a.)
Cash Advance Transaction Fee <sup>A</sup>	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)
Call-a-Draft Fee	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)	2.5% of the cash amount (min Rs 300)
Card Replacement (Lost/Stolen /Re-issue)	Rs. 200	Rs. 200	Rs. 200	Rs. 200	Rs. 100



<b>Card Replacement (any other plastic replacement)</b>	Rs. 200	Rs. 200	Rs. 200	Rs. 200	Rs. 100
<b>Emergency Card Replacement Fee when overseas (through MasterCard)</b>	\$ (US) 148	\$ (US) 148	\$ (US) 148	\$ (US) 148	\$ (US) 148
<b>Duplicate Statement Fee</b>	Rs. 100	Rs. 100	Rs. 100	Rs. 100	Rs. 100
<b>Overdue Penalty/ Late Payment Fee</b>	15% of Total Amount Due (min. Rs. 350, max Rs. 650)	15% of Total Amount Due (min. Rs. 350, max Rs. 650)	15% of Total Amount Due (min. Rs. 350, max Rs. 650)	15% of Total Amount Due (min. Rs. 350, max Rs. 650)	15% of Total Amount Due (min. Rs. 350, max Rs. 650)
<b>Over Limit Penalty</b>	Rs. 600	Rs. 600	Rs. 600	Rs. 600	Rs. 600
<b>Retrieval Fee/Copy Request Fee</b>	Rs. 100	Rs. 100	Rs. 100	Rs. 100	Rs. 100
<b>Outstation Cheque Fee</b>	Rs. 100	Rs. 100	Rs. 100	Rs. 100	Rs. 100
<b>Cheque Return / Dishonour Fee/ Autodebit Reversal - BankAccount Out of Funds</b>	Rs. 500	Rs. 500	Rs. 500	Rs. 500	Rs. 500
<b>Cash Payment at Branch*</b>	Rs. 75 <sup>†</sup> per transaction	Rs. 75 <sup>†</sup> per transaction	Rs. 75 <sup>†</sup> per transaction	Rs. 75 <sup>†</sup> per transaction	Rs. 75 <sup>†</sup> per transaction
<b>Year End Summary Statement (YESS) - Physical Statement Fee<sup>##</sup></b>	Rs. 75 p.a. <sup>##</sup>	Rs. 75 p.a. <sup>##</sup>	Rs. 75 p.a. <sup>##</sup>	Rs. 75 p.a. <sup>##</sup>	Rs. 75 p.a. <sup>##</sup>
<b>Surcharge on Purchase/ Cancellation of Railway Tickets</b>	IRCTC Service Charges <sup>†</sup> + Payment Gateway Transaction Charges (Upto 1.8% of Ticket Amount + IRCTC Service Charges)	IRCTC Service Charges <sup>†</sup> + Payment Gateway Transaction Charges (Upto 1.8% of Ticket Amount + IRCTC Service Charges)	IRCTC Service Charges <sup>†</sup> + Payment Gateway Transaction Charges (Upto 1.8% of Ticket Amount + IRCTC Service Charges)	IRCTC Service Charges <sup>†</sup> + Payment Gateway Transaction Charges (Upto 1.8% of Ticket Amount + IRCTC Service Charges)	IRCTC Service Charges <sup>†</sup> + Payment Gateway Transaction Charges (Upto 1.8% of Ticket Amount + IRCTC Service Charges)
<b>Petrol Transaction Charge<sup>^^</sup></b>	2.5% surcharge on petrol transaction value or Rs. 10 whichever is higher	2.5% surcharge on petrol transaction value or Rs. 10 whichever is higher	2.5% surcharge on petrol transaction value or Rs. 10 whichever is higher	2.5% surcharge on petrol transaction value or Rs. 10 whichever is higher	2.5% surcharge on petrol transaction value or Rs. 10 whichever is higher
<b>Foreign Currency Transaction</b>	3.5%	3.5%	3.5%	3.5%	3.5%
(Transactions at merchant establishments that are registered overseas even if the merchant is located in India attract a cross border charge of 0.8% from Mastercard)					



These Charges are also subject to change under various marketing programs. The Cardmember will be informed about these Charges.

\$Applicable processing fees on Balance Transfer will apply.

&^These Charges vary from Cardmember to Cardmember, and from particular description of Credit Card to Credit Card. The applicable Charges shall be as communicated to the Cardmember at the time of applying for the Credit Card and/or at the time of issuance of the said Credit Card. Further, such Charges, as applicable, are directly charged to the Cardmember's Account and are indicated on the Credit Card Statement accordingly.

^^The petrol surcharge is currently waived on petrol purchases upto Rs 10,000 in a month for specific credit card types including RBS Platinum, RBS VGPB Platinum, RBS VGPB Smart Gold and RBS Charter Member Smart Gold credit cards. However, petrol surcharge will be levied even for these specified card types for each petrol related transaction which is less than or equal to Rs 100. This waiver is at the sole discretion of the bank and subject to change. #Refer IRCTC website for details

Charges for Platinum Card are available in the Cardmember Terms and Conditions for Platinum Cardmembers section on the website [www.rbs.in](http://www.rbs.in). Details on how interest rate and late payment fee are calculated are mentioned later in this document. For such details you can also refer to the Most Important Terms and Conditions section on our website [www.rbs.in](http://www.rbs.in). Service tax as notified by RBI is applicable on all fees, interests and other charges and subject to change as per Government of India guidelines.

whatsoever towards the respective/all Cardmember(s). In the event that any of the Cardmember(s) who decide to avail the said Optional Facilities, the applicability and acceptance of the relevant terms and conditions thereto shall be implied.

#### **Important information for cross-border transactions**

All cross-border transactions are billed to the card member account in INR after conversion into Indian Rupees at the bank assigned conversion rates applicable on the day the charge was settled on the Bank by the Acquirer. Conversion of cross-border transactions shall attract charges as specified in the schedule of charges. For transaction carried out in currency other than US Dollar, the transaction amount shall first get converted into US dollars at MasterCard assigned conversion rate and then into Indian Rupees after levying of the applicable charges as specified in schedule of charges.

#### **d) Finance Charges**

- i) Finance charges are payable at the monthly percentage rate on all charges, including cash advances where such charges are payable from the date the Primary Cardmember and/or Addon Cardmember incurs such transactions until they are fully paid.
- ii) Finance charges also accrue on Cash Withdrawal at ATMs, ordering Demand Drafts, Balance



Transfer from other credit card accounts.

- iii) The charges are applicable from the date of withdrawal of cash or cash equivalent and from the date of issue of the Banker's Cheque, as the case may be. For purchases, the Finance Charges accrue only if the total outstanding is not paid in total by the Payment Due Date. In case of Balance Transfer from other credit card accounts, Finance Charges accrue immediately from the date of issue of Banker's Cheque on the transferred amount and on any purchase amount outstanding on the Cardmember's Card Account.
- iv) Late Payment Charges will be applicable, if Minimum Amount Due is unpaid after Payment Due Date or the amount paid is less than the Minimum amount due. Over the limit charges are payable on total outstanding exceeding the Total Credit Limit.
- v) Finance Charges payable are debited to your Card Account on the last date of each Statement period and are shown on your Statement.
- vii) The Finance Charges as above will continue to be payable even after the closure of the Card Account until the outstanding on the Card Account is cleared in full.
- vii) For Finance Charges applicable to your Card Account, please refer to the Schedule of Charges. These charges can be changed basis your payment, utilization, internal risk profiling and scores on external agencies like CIBIL etc. Any change in the rate applicable to your account would be communicated to you in your statement atleast 30 days prior to its effective date. Anytime you would like to know the rate applicable to you, please call us at Bank-by-Phone
- viii) The Bank may vary the charges, Finance Charges, fees and or cash advance fee for all or some of its facilities.







#### **e) Interest Free Grace Period**

The interest free grace period could range between 20 and 50 days. However, such grace period is not applicable, if the previous month's balance has not been cleared in full or if you have availed of cash from an ATM. Example - For an Account whose Statement Date is 20/11/2005, the Payment Due Date is 10/12/2005, which is 20 days from the Statement Date which is called interest free grace period.

#### **f) Interest Charge Calculation**

Interest is calculated on a daily basis at the end of every day, basis the current outstanding balance of the customer. The interest is computed separately for different plans (e.g. retail transaction, cash advance, etc.) For cash advances, the interest is levied from the date of the transaction, however, for retail transactions interest becomes due only when the customer does not pay off his/her full beginning balance by the Payment Due Date. Under the following criterion, the customer does not incur interest:

- Beginning balance on the Statement Date is zero.
- Beginning balance on the Statement Date is not zero but the Cardmember pays off 100% of his full beginning balance by the Payment Due Date.

If not paid by the due date, interest is also levied on the outstanding Membership Fees, NSF Fees, Interest, Service Tax, Over Limit and Late Payment Fees.

#### **Example of Interest Charge calculation:**

##### **If only part of outstanding amount is paid by the payment due date**

If the beginning balance as on the Statement Date i.e. say 2nd of a month is Rs. 10,000 and only Rs 700 is paid by the payment due date, the daily interest charge on this account will be Rs.501.23





**Transaction:**

Date	Transaction	Amount
02-Jan-09	Statement Date	Total Amount Due 10000 Minimum Amount Due - 700
10-Jan-09	Hotel Transaction	4000
15-Jan-09	Mobile Bill Payment	2000
22-Jan-10	Payment Credit	700
02-Feb-09	Statement Date	Total Amount Due 10000 Minimum Amount Due - 700

Interest on the amount due will be charged as below: Daily Interest = Outstanding amount \*(3.5%\*12 months)/ 365

**Interest Calculation:**

Transaction Amount	Period	Number of Days	Interest Amount
4000	10-Jan-2009 to 02-Feb-2009	24	110.46
2000	15-Jan-2009 to 02-Feb-2009	19	43.73
10000 (Last month outstanding)	03-Jan-2009 to 21-Jan-2009	19	218.63
9300 (Remaining Balance after adjusting payment of 700)	22-Jan-2009 to 02-Feb-2009	12	128.41

Thus the total interest charged would be: Rs 501.23

As the Cardmember has not paid the previous month's outstanding balance in full so all future transactions will bear interest from the day of transaction. Service tax will be levied at the applicable rate on the interest amount.

**g) Late Payment Fee**

Late Payment Fee (LPF) is charged to a Cardmember if there has been no payment or a payment less than the Minimum Amount Due (MAD) is received by the Payment Due Date. Late Payment Fee is charged at the rate of 15% of Total Due Amount, subject to a Minimum of Rs. 350.00 and a Maximum of Rs. 650.00\* (\* Effective 1st June 2008). Example of Late Payment Fee calculation: Consider the Total Amount Due (TAD) on an Account is Rs. 3400.00 and the Payment Due Date is 4th Aug. 2006. In case the Cardmember does not pay the MAD by Payment Due Date, a Late Payment Fee of Rs. 510 will be levied on the cycle date. LPF is 15%



of the TAD i.e.  $15\% \times \text{Rs. } 3,400 = \text{Rs. } 510.00$ .

**h. Over limit penalty** is levied in case the outstanding on the card account exceeds the total current limit.

### 3. CREDIT AND CASH WITHDRAWAL LIMITS

a) The Bank will at its sole discretion determine your Credit and cash withdrawal limit and communicate the same in the card carrier and in the monthly statements. You may however request for a lower limit and also a specific credit limit maybe assigned to the Additional card member basis the Flexi Limit feature. Credit limit sanctioned on the card account may get revised time to time basis a review as per the Bank policies. Total Credit Limit and available credit limit across all your card accounts is reflected in the statement and is available for use across all your card accounts, including all your Add-on cards. The Bank will be constrained to not honor any authorizations exceeding the card limit.

b) The outstanding on the Credit Card Account must not exceed the Total Credit Limit at any time, failing which you will be charged applicable fee irrespective of the amount exceeding the Total Credit Limit. Excess amount must be paid immediately. Credit Limit and Card Account will be terminated if your Card is cancelled.

c) In the event you make payment over and above the amount due as per the monthly Statement, you shall not be entitled to interest on the credit balance and the same shall be adjusted against the amount due in the subsequent monthly Statements.

### 4. BILLING

#### a) BILLING AND STATEMENT

i) The Bank will send at your mailing address, a statement once a month for each billing period (hereinafter "Statement") during which there is any transaction or outstanding on the Card Account. The Bank may choose to send the Statement through one or more of the following modes - Post, Fax, Email or SMS Messaging. Non-receipt of 12 Statement would not affect your obligations and





liabilities under this Agreement and you shall be liable to settle the outstanding balance on the Card within 60 days of incurring the charges.

- ii) The Bank will debit the Card Account for all the debits received from Merchant Establishments and Charges incurred, and credit the Card Account for all payments made by the Cardmember to the Bank as well as payments made in the favor of the Cardmember.
- iii) All Bank Credit Card(s) may offer the Cardmember(s) a revolving credit facility, wherein the Cardmember(s) may choose to pay only the Minimum Amount Due (MAD) as indicated on the Statement. The Total Payment Due (TAD) from the Cardmember or the MAD should be sent by the Cardmember on or before The Payment Due Date, which is also indicated on the Statement. MAD is the minimum amount you are required to pay to keep your Card Account in good credit standing. This amount is calculated at 7% of your 'Total Amount Due' (subject to a minimum of Rs.200). Any previous unpaid minimum amount and service tax (if applicable) is added to your current minimum amount due. This amount will continue to reflect under the Minimum amount due in the statement.
- iv) The Card privileges may be withdrawn or suspended (whether temporarily or permanently) across all Card Accounts in case of non-payment of the Minimum Amount Due by the Payment Due Date on any of your Card / Loan Accounts. A fee may be levied for such non-payment as well. The Bank at its sole discretion may also instruct the Merchant Establishment not to honor the Credit Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin issued by the Bank from time to time or otherwise.
- v) You may pay more than the Minimum Amount Due, before the Payment Due Date, more than once during the billing period or pay the balance outstanding on the Card Account at any time. If you spend Rs 5000/- and you pay back exactly the 13 Minimum Amount Due every month, then it may





result in the repayment stretching over 6 years with consequent interest payment on the outstanding amount. Therefore, you should, whenever your cash flow allows pay back substantially more than just your Minimum Amount Due.

- vi) In the event the Cardmember deposits part of the Total Payment Due or the MAD (not less than the MAD under any circumstance), the balance outstanding amount payable shall be carried forward to subsequent Statements. This amount will attract Finance Charges until the date of full and final payment.
- vii) In case of any change in your communication address, you are advised to contact the Bank immediately to ensure that you receive Statements regularly and on time.
- viii) Duplicate monthly Statement of Account will be provided by the Bank to you only up to a period of twelve months preceding your request subject to payment of service charge, subject to change as per the discretion of the Bank, as specified in the Schedule of Charges.



#### **b) PAYMENTS**

- i) Payments received from Cardmember(s) shall be adjusted towards taxes, fees, other charges, interest charges, purchases and cash advances, in that order.
- ii) Payments may be made by draft, cheque, cash, or by standing instructions or auto debit instructions to the Bank for crediting the Card Account by debiting any other deposit account maintained with the Bank. You may also pay through Electronic Clearing Service (ECS) introduced by the Reserve Bank of India to directly debit your account maintained with the Bank or any other bank, and credit your Card Account. If you hold an RBS deposit account, you may also opt to make online payment through Netbanking, ATMs or transfer funds over Bank by Phone. You may also avail the NEFT (National Electronic Funds Transfer) 14 Facility introduced by the Reserve Bank of India.





For making payments through NEFT, access NetBanking of the bank from where you wish to transfer the money and add your RBS Credit Card number as a beneficiary to receive the funds transferred. Outstation cheques/drafts i.e. cheques/ drafts payable at cities other than certain specific cities (list of such specific cities are decided by the Bank from time to time and are available on request) will attract processing fee. The fee in respect of processing outstation cheques is mentioned in the Schedule of charges. The list of such locations and the processing fee may be changed.

- iii) We request you to mail your cheque/draft or drop your cheque/draft at any of the specified dropboxes well in advance, to allow sufficient time for clearance of the payment instrument prior to or on the Payment Due Date. A fee, as mentioned in the Schedule of Charges, shall be levied to the Card/ Loan Account if your payment instrument is subsequently dishonored or Minimum Amount Due is not paid by the Payment Due Date. The Card privileges may be suspended/terminated across all Card Accounts in case of non-payment of dues on any of your other Card/Loan Accounts. The Bank also reserves the right to initiate any appropriate legal action.
- iv) Payment towards the Card Account may be made in any of the following ways - by mailing the cheque or draft to any of the mailing addresses provided on the reverse of the Statement. The cheque/draft should be made payable to "Card Number XXXX XXXX XXXX". In case you have a Bank Account, you may opt for a standing instruction facility, where the funds can be automatically transferred from your Bank Account to your Card Account.



**c) BILLING DISPUTES**

All contents of the Statement(s) will be deemed correct and accepted by the Cardmember(s) unless, 15 within 60 days of the issue of Statement, the





Cardmember(s) informs the Bank of any discrepancies. As per the MasterCard regulation, in case of a discrepancy, it is mandatory to inform the bank in writing to initiate a Charge Dispute on your behalf. we would request you to email or send us the signed dispute form available on our website ([www.rbs.in/consumer/creditcard/form\\_request.html](http://www.rbs.in/consumer/creditcard/form_request.html)) mentioning the details. If the aforesaid discrepancies are found to be legitimate by the Bank, the Bank may reverse the charge on a temporary basis until the completion of subsequent investigations by the Bank to its full and final satisfaction. If the said investigations conducted by the Bank indicate that the liability of such (discrepancies) charges is accruing to the said Cardmember(s), then the charge will be reinstated in the subsequent Statement and fees/charges shall be claimed by the Bank in accordance to the charges indicated herein above. Notwithstanding the provisions herein, the Bank shall not exceed a duration of 60 days in informing the said Cardmember(s) of the result of the investigations conducted by the Bank.



**d) CONTACT CHANNELS**

The Cardmember can contact the Bank through any of the following communication channels for any enquiries and/or redressal of concerns.

- 24 Hours Bank by Phone number in your city - The list of such numbers is provided on the Bank website, Card Statement, Card Plastic and in the Credit Card Welcome Kit.
- By sending an e-mail to [in.cardservices@rbs.com](mailto:in.cardservices@rbs.com)
- By writing to the Bank's Credit Card Division at:  
The Royal Bank of Scotland N.V.  
Credit Cards  
P.O. Box 418, G.P.O.  
New Delhi 110001

**e) CREDIT CARDS - GRIEVANCE REDRESSAL**

At RBS, it is our constant endeavour to provide you service of highest standards. However, in the event of our services not meeting your expectations we





would like to hear from you. You can contact the Bank through the following communication channels:

**Level 1**

**Bank by Phone** - Please call our Bank-by- Phone Service and our executives will assist you. For updated details on our Bank by Phone numbers please visit our website [www.rbs.in](http://www.rbs.in)

**Complaint Form** - Alternatively, you can use our online complaint form to give us your feedback.

**Email** - If you wish to choose electronic mail for communication with bank, please email your grievance to

For Platinum Credit Cards:  
[platinumservices@rbs.com](mailto:platinumservices@rbs.com)

For Gold Credit Cards: [goldservices@rbs.com](mailto:goldservices@rbs.com)

For other cards: [in.cardservices@rbs.com](mailto:in.cardservices@rbs.com)

**Letter** - For sending any written correspondence, please write to the following address:

Manager - Credit Cards Client Response Unit  
The Royal Bank of Scotland N.V.  
P.O. Box 418, G.P.O  
New Delhi - 110 001

We will respond to you within 7 days of receiving your letter or email depending on the nature of your query and the time required for resolution and communication.

Please provide us with the following details while writing to us to help us address your concerns.

1. Your Full Name
2. Your Credit Card Number
3. Your Contact Details (address, telephone number and e-mail)

**Level 2 (if not satisfied with Level 1)**

In case you do not get a response from us in 7 days,







or are not satisfied with the resolution provided you may send an email to:

Head – Card Services at:  
[headcardservices@rbs.com](mailto:headcardservices@rbs.com)

Postal Address:

The Royal Bank of Scotland N.V.  
9th Floor, Tower C, Cyber Greens  
DLF Cyber City, Sector 25A  
Gurgaon - 122002

Please quote the reference number provided to you in your earlier interaction along with your Account Number/Credit Card Number to help us understand and address your concern.

**Level 3 (if not satisfied with Level 2)**

In case you are still not satisfied with the resolution provided, you may contact our Nodal officer at the following contact number between 10:00 AM to 07:00 PM, Monday to Friday (Working Days).



**Nodal Officer, Credit Cards- Ms Rozina Sehgal**

The Royal Bank of Scotland N.V.  
9th Floor, Tower C, Cyber Greens, DLF Cyber City, Sector 25A, Gurgaon - 122 002  
Tel No: 91-124 - 418 1282, Fax: 0124 - 418 1240  
Timings: 10 AM - 7 PM (Working Days)  
or Email to : [nodalofficercards@rbs.com](mailto:nodalofficercards@rbs.com)

You will receive a response within a period of 5 days of logging the complaint with the Nodal Office or the Nodal officer team receiving your complaint.

**Level 4 (if not satisfied with Level 3)**

Final Escalation & Banking Ombudsman Scheme  
Please contact:





Mr. Anshuman Somani  
The Royal Bank of Scotland N.V.  
9th Floor, Tower C, Cyber Greens  
DLF Cyber City, Sector 25A  
Gurgaon - 122002  
Email: [anshuman.somani@rbs.com](mailto:anshuman.somani@rbs.com)

Please quote the reference number provided to you in your earlier interaction along with your account no / credit card no to help us understand and address your concerns.

**Banking Ombudsman**

In the event that you do not receive a "final response" within 60 days from the date you first raised your issue, or are dissatisfied with the same you may approach the Banking Ombudsman for an independent review.

Excerpts of the Banking Ombudsman Scheme, 2006, are enclosed for your reference:

No complaint to the Banking Ombudsman shall lie unless:

- i) the complainant before making a complaint to the Banking Ombudsman, had made a written representation to the Bank and the Bank had rejected the complaint or the complainant had not received any reply within a period of one month after the Bank received his representation or the complainant is not satisfied with the reply given to him by the Bank;
- ii) the complaint is made not later than one year after the complainant has received the reply of the Bank to his representation or, where no reply is received, not later than one year and one month after the date of the representation to the Bank;
- iii) the complaint is not in respect of the same subject matter which was settled or dealt with on merits by the Banking Ombudsman in any previous proceedings whether or not received from the same complainant or along with one or more complainants or one or more of the parties



concerned with the subject matter;

- iv) the complaint does not pertain to the same subject matter, for which any proceedings before any court, tribunal or arbitrator or any other forum is pending or a decree or award or order has been passed by any such court, tribunal, arbitrator or forum;
- v) the complaint is not frivolous or vexatious in nature; and
- vi) the complaint is made before the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963 for such claims.

For further information on the Banking Ombudsman Scheme, please visit [www.rbi.org.in](http://www.rbi.org.in)

## 5. DEFAULT

- a) In the event of default, the Cardmember will be sent reminders from time to time for settlement of any outstanding on the Credit Card Account, by post, fax, telephone, e-mail, SMS messaging and/or engaging third parties to remind, follow up and collect dues. Any third party so appointed, shall adhere fully to the code of conduct on debt collection as applicable from time to time. Occurrence of one or more of the following event shall constitute an event of default and the Bank at its sole discretion may withdraw the Credit Card facility. The events of default are as under:
  - The Cardmember consistently fails to pay any amount due to the Bank within the stipulated period.
  - The Cardmember fails to perform the obligations as per Cardmember Agreement.
  - Any cheques and/or ECS/standing instructions delivered to the Bank are not encashed/acted upon for any reason whatsoever on presentation/ being made.
  - Any representation made by the Cardmember proves to be incorrect, false, or incomplete, including but not limited to income and/or identification papers/documents forwarded to the Bank being proved incorrect, incomplete, and/or containing false/fraudulent information.





- b) Procedure for withdrawal of default report and the period within which such report will be withdrawn after settlement of dues is as given below:
- The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank.
  - A court verdict has been received against the Bank, in a legal suit filed by or against the Bank, instructing the Bank to de-list the Cardmember from the default report. Decisions are taken on a case to case based upon individual reviews.
- c) In case of default, the Bank can recover the amount by referring the dispute to a sole arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended time to time. The seat of arbitration shall be New Delhi, India. The arbitration proceedings shall be in English language.
- d) Recovery of dues in case of death/permanent incapacitation of Cardmember. Upon death or permanent incapacitation of the Cardmember, the Bank will try to recover the amount due and amicably settle the Account dues with the Cardmember's legal heir.



## **6. TERMINATION / REVOCATION OF THE CARDMEMBERSHIP**

- a) The Cardmember may terminate this Agreement at any time by returning to the Bank all the Credit Card(s) cut diagonally in half across the magnetic strip, either along with a written request or followed by calling the 24 Hours Bank by Phone service requesting termination of all facilities and benefits thereto associated with the Credit Card(s). Termination will only be effective when the Bank receives all Credit Card(s) including Additional Credit Card(s), if any, and payment of all amounts outstanding in respect of the Credit Card Account(s). The Primary Cardmember can cancel the use of Additional Card(s) by notifying the Bank in writing but, notwithstanding the same, the Primary Cardmember will remain liable for all charges/fees incurred by use of the Additional Credit Card(s). No annual fees and/or other charges shall be refunded on a pro-rata basis.





- b) The Bank may terminate the Credit Card facility immediately at any time at its discretion or at any time restrict the use without assigning reason or cause and without any notice thereto. Where the Bank terminates the Credit Card facility, all amounts outstanding on the Card Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. The Bank may inform all establishments (where the Credit Card is valid/accepted) of the cancelled Credit Cards. If the Credit Card is cancelled, the Cardmember must cut it diagonally in half and return both halves to the Bank immediately. No annual fees or other charges shall be refunded on the pro-rata basis.
- c) In the event that the Cardmember changes his/her employment, profession or address, or is transferred from his/her present place of posting, or changes his/her salary account/main bank account etc. (as the case may be), the Bank at its sole discretion shall have the right to discontinue the Credit Card facility. The Cardmember specifically acknowledges that once the Credit Card Account is cancelled/closed, the privileges (including all benefits and services) of the Credit Card shall stand withdrawn, and reinstatement such privileges is not automatic and will take place solely at the discretion of the Bank. On cancellation of the Credit Card (for any reason whatsoever), the Cardmember:
- Must not use the Credit Card, cut the Card diagonally into half, and return the same to the Bank.
  - Is responsible for any use of the Card including payment of Charges until the Card is returned to the Bank cut diagonally into half.
  - Must continue to make payments to the Bank in accordance with the conditions of use of the Credit Card.



## 7. LOSS/THEFT/MISUSE OF CARD

- a) The Cardmember must notify the Bank immediately in the event the Credit Card is lost, stolen, not received, swallowed at an ATM of The Royal Bank of Scotland or any other Bank, or is being misused





without his/her respective permission. In case of loss/theft/card swallow/misuse, the Cardmember must call the 24 Hours Bank by Phone service and request deactivation/blocking of the Credit Card. In addition, in case of loss/theft/misuse, the Cardmember must notify the Bank in writing of such loss/theft/misuse immediately after filing the Police Complaint/First Information Report (FIR), a copy of which must accompany the notice to the Bank.

- b) The Cardmember's liability arising out of any unauthorised use of the Credit Card prior to notice/communication to the Bank shall be towards all charges incurred till the notice/communication to the Bank and shall be "Nil" only after receipt of notice by the Bank.
- c) In case of an unsigned Credit Card, the Cardmember shall be liable for all charges incurred on it.
- d) The Cardmember is responsible for the security of the Credit Card and shall take all steps towards ensuring its safekeeping, and the Bank shall not be liable in any manner for any misuse of the Credit Card.
- e) The Cardmember will fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of any investigation into any disputed transaction.
- f) In the event the Cardmember subsequently recovers the Credit Card (after reporting theft), the recovered Credit Card must not be used and must be cut in half and returned immediately to the Bank.



#### **8. DISCLOSURE**

- a) The Cardmember hereby expressly authorises the Bank, for the purposes of credit verification or reference checks or protection of its interests to disclose all/any information or documents relating to the Cardmember including this Agreement and/ or any other agreements, or to disclose upon default committed by the Cardmember, with Reserve Bank of India, Income Tax Authorities, tribunals, courts, judicial bodies other banks, credit bureau, financial institutions or any other third party in conformity with the disclosure norms as applicable from time to time.
- b) The Cardmember hereby agrees that, only in case of an explicit consent provided by the Cardmember,





the information furnished by the Cardmember in the credit card application form or otherwise may further be used by Bank for marketing purposes to sell Card related offers, including but not limited to, Balance Transfer, EMI offers, cash-related offers and insurance products, from time to time. Further, the Bank may use this information to market other products of Bank from time to time, in conformity with the disclosure norms as applicable.

- c) Bank may also use the information provided by the Cardmember for marketing its products via telemarketing channels/calls or direct mail or any other channel of communication deemed fit by the Bank. For ensuring that the Cardmember(s) are not inconvenienced, the Bank maintains a "Do Not Call" register and if Cardmember(s) will not like to be called for any marketing offers, they may inform the 24 Hours Bank by Phone or send an e-mail to [in.cardservices@rbs.com](mailto:in.cardservices@rbs.com) for listing their said contact numbers in such register. The Cardmember(s) can also register at the Bank website for the exclusion of their respective contact details.
- d) If Cardmember(s)' Credit Card is never used or not used for over 90 days, the benefits thereto may be withdrawn.
- e) In the event that the Bank receives adverse reports (relating to a Cardmember(s)' credit worthiness or something to such effect), the Bank may cancel the Credit Card, whereupon the entire outstanding balance as well as any further charges/fees incurred by use of the Credit Card, though not yet billed in a Statement, shall immediately become due and payable by the said Cardmember(s). The Bank is not obliged to disclose the name of the bank, institution or body wherefrom it received such adverse information about the said Cardmember(s).
- f) The Cardmember(s) acknowledge that, as per the business practices and applicable provisions, the Bank is authorised to share Cardmember(s)' information with any existing or future credit bureaus as determined by the Bank from time to time. The said information may be shared with the Credit Information Bureau India Ltd. (CIBIL), which is an





initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system, and such other entities.

- g) In the event that a reported Cardmember subsequently settles and clears all dues with the Bank to the Bank's satisfaction, the Bank shall make reasonable efforts in ensuring that the name and details of the said Cardmember is deleted and/or removed from the reported list of the Bank.
- h) The Credit Information Bureau India Ltd. (CIBIL) is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with the RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.
- i) All banks and financial institutions participating in this initiative are required to share customer data with CIBIL. In view of the above, the Bank shall report the data pertaining to Cardmember(s) Account to CIBIL.
- j) The Cardmember authorises the Bank to share information relating to the Cardmember with third parties to enable the Bank to administer, service and manage the benefits or programs to which the Cardmember is enrolled.
- k) Notwithstanding anything to the contrary, the Cardmember authorizes the Bank to disclose all/ any information or documents about the Cardmember including this Agreement and/or any other agreement, transactions or dealings between the Cardmember and the Bank for any purpose to (i) its head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank; (ii) professional advisers of the Bank; (iii) any potential or actual purchaser/assignee of the Bank or of any of its businesses, rights, assets or obligations; or (iv) to any other person where disclosure is required by law.







## SECTION 2: ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS
- 1.1 The Royal Bank of Scotland credit Card or RBS Credit Card, or Credit Card or Card or Card Number shall mean a valid credit card (including a co-branded credit card) issued by The Royal Bank of Scotland that entitles a Cardmember to use the Card Account with a pre-defined Credit Limit.
- 1.2 Additional Credit Card or Add-on Credit Card shall mean a Credit Card issued to the Additional Cardmember on the request of the Primary Cardmember.
- 1.3 Additional Cardmember shall mean an individual who is a resident of India and a member of the immediate family of Primary Cardmember viz. Spouse, Brothers, Sisters, Parents and Children and is above the age of 15 years to whom an Additional Credit Card has been issued at the request of the Primary Cardmember and whose charges thereof are chargeable to the Card Account of the Primary Cardmember.
- 1.4 Bank, We, Us, Our or similar pronouns shall mean The Royal Bank of Scotland N.V., its successors, assigns, administrators, liquidators, nominees etc., as the case may be.
- 1.5 Billing Cycle shall mean the period between generation of two successive Billing Statements.
- 1.6 Cardmember, Primary Cardmember, Member, Customer, You, Your, Him, He, His, or similar pronouns shall mean the individual in whose name the Card has been issued and the Card Account is maintained.
- 1.7 Card Account or Account shall mean an account maintained by the Bank under these terms and conditions, in the name of Primary Cardmember.
- 1.8 Card Number shall mean the unique 16 digit embossed on the face of your Card (also includes Card Number of Additional Credit Card, if any).
- 1.9 Co-branded Credit Card shall mean a credit card issued by the Bank in association with any other entity including but not limited to an entity inter-alia engaged in a commercial /business operation(s).
- 1.10 Credit Limit means the maximum credit that can be availed across all Card Accounts with the Bank at any point in time.
- 1.11 Charges shall mean transactions made or charged to the Card Account under this Agreement whether or not the Cardmember signs a record of charge slip/form. This will include, but will not be limited to, purchase of goods/services, cash advances, drafts made from the Account by use of the Card or Card Number, joining fee, annual fees, Finance Charges, over limit fee, late payment fee, transaction charges, service charges, Service Tax and any other fee/charges/amounts which the Cardmember has agreed to pay or is liable to pay to the Bank under this Agreement.
- 1.12 Cash Limit means the amount of cash or cash equivalent that the Cardmember may be allowed to utilise for a non-purchase transaction across all Card Accounts with the Bank.
- 1.13 CVC2 shall mean the last three (3) digits of the number on the backside of the Cardmember's Credit Card on the signature panel (below the magnetic stripe). The CVC2 is a security feature, which is to be used for identification purposes for internet transactions or for Cardmember's identification over the phone. Care must be exercised by Cardmembers while revealing the CVC2 number to any third party including and not limited to any unidentified individuals, groups or internet address, as CVC2 may be misused for fraudulent transactions.
- 1.14 Electronic Terminal shall mean any branch teller terminal, automated teller machines (ATM), point of sale terminals, EDC (Electronic Data Capture machine) or any other device in which a Credit Card and/or PIN (personal identification number) can be used, and which is authorised by the Bank as described in these terms and conditions.
- 1.15 Electronic Clearing Service (debit clearing or ECS) shall mean the debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Cardmember for facilitating payment of outstanding dues in the Card Account.
- 1.16 Finance Charges shall mean and include the interest charged on the Total Outstanding amount on the Card Account as provided in these terms and conditions.
- 1.17 Merchant Establishment shall mean any company, corporation, establishment, firm, association, individual or any such entity as may be declared by the Bank from time to time, wherever located, which is designated as a MasterCard merchant and/or with whom there is an arrangement with any MasterCard member bank for a Cardmember to obtain goods, services or cash advances using the Card or Card Number.
- 1.18 Minimum Amount Due shall mean such percentage of the Total Outstanding balance in the Card Account, as may be determined by the Bank from time to time, that a Cardmember is required to pay at each instance of the Billing Cycle and carry forward the balance amount for payment in the next Billing Cycle. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Cycle and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember.
- 1.19 Purchases shall mean and include purchase of goods and services by the Cardmember by using the Card or Card Number.
- 1.20 Date of Purchase shall mean the date at which the transaction is posted on the card account and not the date on which the transaction is actually done by the customer All charges and rewards shall be calculated on the posting date.
- 1.21 Payment Due Date shall mean the date on or before which the Cardmember has to make the payment to the Bank.
- 1.22 Smart Credit Card shall mean the Credit Card issued by the Bank that shall facilitate the Cardmember to view and redeem loyalty points at specific points of sale terminals, earned and accumulated against purchases of goods and services at specific point of sale terminals.
- 1.23 Total Outstanding or Total Amount Due shall mean the total outstanding on the Card Account due to the Bank including but not limited to Charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing Cycle. For the purpose indicated herein, it is clarified that the Total Outstanding is liable to be paid by the Cardmember upon each instance of the Billing Cycle, however, the said Cardmember may choose to pay an amount lesser than the Total Outstanding, but never less than the Minimum Amount Due for each Billing Cycle.
- 1.24 Temporary Credit Limit Increase shall mean a credit limit increase requested by a Cardmember for a specific purpose. Such increase is done for a specific time-period and reverted at the end of the time-period.





- 1.25 Valid Card shall mean a Credit Card which is issued by the Bank and has not expired, not been damaged or been cancelled by the Bank or Cardmember.
2. **RBS CREDIT CARD**
- 2.1 You agree to comply with the terms and conditions contained herein and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time. It is clarified that the Card shall be honored only when a Valid Card is duly signed on the reverse and presented to a Merchant Establishment by You.
- 2.2 The Card is a property of the Bank and must be produced or surrendered to the Bank on demand immediately.
- 2.3 The Card is not transferable and You should safeguard the same from misuse by retaining it under Your personal control at all times.
- 2.4 (i) Usage of Credit Card in foreign currency outside India will be subject to Foreign Exchange Management Act (FEMA), 1999 of the Reserve Bank of India regulations. The card should not be used for purchase of prohibited items, like lottery tickets, banned or prescribed magazines, participation in sweepstakes, payment for call-back services.  
(ii) You shall however not use the Card for making payments in foreign currency in Nepal or Bhutan.
- 2.5 The Primary Cardmember and/or the Additional Cardmember(s) shall be deemed to have accepted the terms and conditions of the Cardmember Agreement of The Royal Bank of Scotland, as modified from time to time at the sole discretion of the Bank, upon acknowledging receipt of the Card, and/or by signing on the reverse of the Card, and/or by incurring a charge on the Card.
3. **CARD VALIDITY, EXPIRY AND RENEWAL**
- 3.1 Your Card is valid up to the last day of the calendar month of the year indicated on the face of the Card unless cancelled earlier by the Bank. If You use the Card outside the validity period, the Bank shall not be liable in any manner whatsoever for any consequences that may arise.
- 3.2 Upon expiry or prior cancellation, Your Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half over the magnetic strip. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.
- 3.3 Unless You are in breach of the Agreement or otherwise hereunder, the Bank will automatically renew the validity of the Card and send to the Cardmember a new Card before the expiry of the Card currently being used. In case of non-receipt of renewed Card, You may contact the designated Customer Service Centre of the Bank or write to the Bank at the address notified to You from time to time.
- 3.4 You must intimate the Bank at least 30 days prior to the expiry of the Card currently being used if You do not wish to renew the Card. In absence of such intimation of cancellation of the Card by the Cardmember, the renewal fee (as applicable at the time of renewal) shall be charged to Your Card Account and shall be non-refundable.
- 3.5 Effective 1st July 2011, as per a notification from Central Board of Direct Taxes, furnishing of PAN details is mandatory for renewal requests of credit cards. In case your PAN details are not updated with us before expiry, the same will not be renewed. In case PAN is not received within 90 days post expiry of card, such cards will be closed permanently.
4. **ADDITIONAL CARD**
- 4.1 A Card Account may have multiple Additional Cards, the number to be determined at the sole discretion of the Bank. The Additional Cardmember must be an Indian resident above the age of 15 years and must be related to the Primary Cardmember by virtue of being a parent, spouse, child or sibling (brother or sister).
- 4.2 Upon receipt of Your request/authorization, the Bank at its sole discretion may issue Additional Card to Additional Cardmember.
- 4.3 You will be fully responsible and liable for all transactions and Charges incurred on the Additional Card, which will be included in Your Statement of Account for payment. Cardmember along-with the Additional Cardmember shall be jointly and severally liable to the Bank for all the Charges even though the monthly Statement of Account may be sent only to You. These terms and conditions shall also be binding on the Additional Cardmembers.
- 4.4 You may withdraw the facility of Additional Card by requesting the Bank and returning to the Bank the Additional Card cut into half. On receipt of the same, the Bank will cancel the Additional Card. All transactions incurred on the Additional Card but not billed prior to the receipt of the cancelled Additional Card by the Bank, shall be valid and binding on You.
- 4.5 The Additional Card facility and privileges will be automatically withdrawn if the Primary Card Account is terminated for any reason.
5. **USE OF CARD**
- 5.1 On receipt of the Credit Card, You must immediately sign on the signature panel on the reverse of the Credit Card.
- 5.2 The Card may be used only for bonafide personal or official purchase of goods and/or services. You shall not use the Credit Card to purchase anything to resell for commercial or business purpose, to derive any financial gains.
- 5.3 You must sign and/or collect the charge slip, cash advance slip, or mail order coupon at the time of incurring the Charge. Failure to sign a charge slip will not discharge You of the liability for the Charges. You must retain Your copy of the charge slips for at least six months. Upon Your request, the Bank, at its sole discretion, may provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.
- 5.4 The Bank, at any time, may without prior notice or stating any reason whatsoever refuse authorization for a Charge at a Merchant Establishment and/or restrict or defer the Cardmember's ability to use the Card and/or suspend or cancel the Card. The Bank may through an ATM, Merchant Establishment or by itself may repossess/retain the Credit Card/seek immediate payment in partial or full of the Credit Card outstanding if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the Card or the Card Account is being misused or likely to be misused. You agree to the above without any protest or demur.
- 5.5 Any charge slip or other payment requisition received by the Bank for any transaction on the Card Account for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was incurred by the use of the Card by the Cardmember. Where a charge slip or voucher is not available viz. mail order or telephone order or electronic





- commerce (e.g. internet), and You dispute that transaction, You will first clear the outstanding on the Card and shall resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever for the same.
- 5.6 Surcharge may be levied on purchase of certain products and services as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to time. Surcharge on Transactions at Petrol Pumps shall be 2.5% of transaction amount subject to a minimum of Rs. 10/- . Surcharge on purchase/cancellation of Railway tickets shall be IRCTC service charge + 1.8% of transaction amount
- 5.7 The monthly Statement of Account shall be prima-facie proof of the Charges incurred by You. In the event You disagree with a Charge indicated in the Statement, the same should be communicated to the Bank in writing within 60 (Sixty) days of the Statement date, failing which the Charges in the Statement of Account shall become conclusive proof of Your liability to pay to the Bank.
- 5.8 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardmember should notify the Bank of such refusal to accept the Card or levy of surcharge by the Merchant Establishment, this complaint at the address notified by the Bank from time to time or at the designated Customer Service Centre.
- 5.9 The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, quantity, warranty, privileges, benefits and facilities, including but not limited to deficiency/delay in services, delivery or non-delivery, purchased or availed of by You from Merchant Establishment and/or third party suppliers including any mail order placed by You. Any dispute arising thereto should be settled directly by You with the Merchant Establishment/third party suppliers and failure to do so will not relieve You of any obligations to the Bank.
- 5.10 No claim by You against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.
- 5.11 The Card may be suspended/withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to Cardmember, and without assigning a reason thereof. Termination of the Card and this Cardmember Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.
- 5.12 It is further clarified that the Cardmember shall pay for the purchase of any/all goods/services, including but not limited to air/rail tickets, as it appears on the Statement to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund due to cancellation will be made to the Card Account (less cancellation charges) only when intimation of such cancellation is received by the Bank. No cash refund will be given to You. If a credit is not shown in the Statement of Account within a reasonable time, You must notify the Bank, immediately.
- 5.13 The Cardmember accepts full responsibility for use of the Card in contravention of laws, rules, regulations, and terms and conditions of this Cardmember Agreement, and further undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, including but not limited to any other financial charges and outgoings, costs, and consequences that the Bank may incur or suffer on Your account and Your acts of omission/commission and/or negligence.
- 5.14 Cardmember is also liable to pay all such statutory dues/charges /duties levied on the services provided by the Bank to You.
- 5.15 You agree and hereby authorise the Bank to convert Charges incurred by You in foreign currency into Indian Rupee equivalent at such rate as the Bank may designate at its sole discretion from time to time.
- 5.16 You agree that goods purchased using the Card shall remain the property of the Bank until such time the Charges pertaining thereto are fully paid by You to the Bank.
- 6 CASH ADVANCES**
- 6.1 You can use the Credit Card, for withdrawal of cash from Automated Teller Machines (ATMs) of the Bank, select partner Banks and from other locations/permitted establishments as may be offered by the Bank at its sole discretion from time to time, and also for any other cash equivalent transactions including but not limited to demand draft facility, permitted by the Bank from time to time. For any/all such cash advances and cash equivalent transactions, Cardmember shall comply with all the laws, rules and regulations including but not limited to Foreign Exchange Law as stipulated under the Foreign Exchange Management Act, 1999 and rules thereunder and as further notified by RBI and other Government bodies. You shall not disclose the ATM PIN/code, provided to You by the Bank for cash advances, to any person. Cardmember shall take all possible care to prevent its discovery by any person.
- 6.2 You can obtain a cash advance on Credit Card up to the Cash Limit amount as may be defined and or communicated by the Bank from time to time, subject to the available Cash Limit and such terms and conditions applicable to cash advance transactions.
- 6.3 Charges, and terms and conditions thereto shall be communicated in writing to the Cardmember. Such Charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.
- 6.4 Default interest rates shall be effective immediately on occurrence of the default. Factors considered in determining Cardmember's monthly Finance Charges may include Cardmember's vintage, Your overall credit performance, including nature of defaults if any, in addition to other indicators of Cardmember's Accounts usage and performance.
- 7 OTHER FEES/CHARGES**
- 7.1 You agree to pay all Charges, including but not limited to charges (for renewal, replacement, and duplicate Statement), transaction fee on cash advance, collection charges for outstation fee, legal cost, and any other fee/charges etc. incurred and/or charged by the Bank.
- 8 SERVICE TAX**
- 8.1 You agree to pay Service tax as notified by the Government of India or any such rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, applicable from time to time. Service tax will reflect on Your monthly Billing Statement.
- 9 ALERTS**
- 9.1 You agree that the Bank shall keep You informed about the status of Your Card Account and provide any other information from time to time by sending You messages via SMS and/or Email or any other communication channel and You would have no objection to the same. It is further agreed to by the Cardmember that the Bank, at its sole discretion, may choose to





charge a fee/charge for the said intimation/alert services, towards which the Cardmember shall have no objection whatsoever.

**Availability**

1.1 The SMS facility is currently available only to resident Indian Credit Cardholders having Accounts with RBS branches in India.

1.2 The SMS Facility is provided through certain Cellular Service Providers ("CSP") and therefore available in regions where the CSP provides services and to subscribers of services of the CSP in India.

1.3 The Alerts will be sent to the Credit Cardholder only if the Credit Cardholder is within the cellular circles of the CSP or in circles forming part of the roaming network of such CSP.

1.4 RBS may, if feasible, provide the Facilities through more cellular service providers to increase the coverage.

1.5 The above terms will be valid for all programs under which RBS sends information using sms facility.

**10 LOYALTY PROGRAM AND OTHER PROGRAMS**

10.1 The Royal Bank of Scotland N.V. (RBS) Card Rewards Program or such other loyalty program, offered with the Credit Card/co-branded Credit Card ("Program") allows eligible The Royal Bank of Scotland Cardmembers ("Cardmember(s)") to accumulate points ("Points") by spending on their Credit Cards, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by The Royal Bank of Scotland or the entity with whom the co-branded Credit Card has been issued.

10.2 The Program is open to a Cardmember holding a Valid Card. The Points earned by an Additional Cardmember will accrue to the Account of the Primary Cardmember.

10.3 Participation in the Program is voluntary. The Cardmember may opt out of the Program by sending intimation to the Bank. The Cardmember may continue to use his/her The Royal Bank of Scotland Card as he/she normally does. The Annual Fee for participation in the Program may be as determined by The Royal Bank of Scotland/commercial or business entity with whom co-branded Credit Card is issued from time to time. Enrolment Date - shall mean the date of launch of the Program for the existing Cardmembers and the date on which the Card Account is set up by RBS, for new Cardmembers. Enrolment Year - shall mean "any twelve-month period" commencing on the Enrolment Date.

10.4 The Points shall be reflected in the monthly Billing Statement or can also be verified through Smart Card reader (applicable for only Smart Cards) available at select Merchant Establishments. The Points will reflect in the monthly Billing Statement as "Reward Points Summary" as follows:

- Opening Points
- Points Earned
- Points Adjusted
- Points Redeemed
- Closing Points

10.5 All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by The Royal Bank of Scotland from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:

- Balance transfers
- Cash advances
- Financial charges (e.g. late payment fee, dishonored cheque charges, service fee, transaction charges)
- Disputed transactions
- Any purchases made at petrol pumps/service stations
- Payment of Enrolment Fee for the Program

10.6 A Cardmember cannot accrue points for any charge(s) incurred prior to his/her Enrolment Date.

10.7 Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption, or transferred to any other customer loyalty program unless otherwise specifically notified by The Royal Bank of Scotland.

10.8 The Points accrued do not have cash and/or any monetary value unless the Bank at its sole discretion chooses to offer the said cash/monetary value to selected few Credit Cards/their respective Cardmembers, upon specific expenditures and the Points accrued thereof. It is clarified that currently the Bank at its sole discretion permits redemption against cash for travel related expenditures incurred in the past 60 days by its Smart Gold and Smart Miles Titanium Cardmembers only, an option that the Bank may choose to revoke/extend without any notice and obligation whatsoever. Please Note hotel stays in city of residence do not qualify as a travel related spend.

10.9 Adjustments will be made to the Points if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardmember or where a transaction is reversed, proportionate Points will also be reversed and credited to the Cardmember's Account, if not already credited. Likewise, in the case of return of goods or a disputed transaction is resolved against the Cardmember, proportionate Points will be debited to/subtracted from the Cardmember's Account, if already credited. On redemption, the redeemed Points will automatically be subtracted from the Points accumulated in the Card Account.

10.10 The Royal Bank of Scotland will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.

10.11 In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by The Royal Bank of Scotland, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of The Royal Bank of Scotland, if use of Credit Card is reinstated.

10.12 The Royal Bank of Scotland's decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-instatement of Points shall be final, conclusive and binding on the Cardmember.





- 10.13 The Points available to redeem means Points that can be redeemed by You for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers..
- 10.14 The Cardmember understands that Bank, subsequent to informing the Cardmember, may debit an amount for participation of the Cardmember in any of its Program(s) (hereinafter "Amount"). Subsequent to such debit of Amount, if the Cardmember intimates to the Bank intention of non-participation in the Program, in writing within 7 days of receipt of the Statement sent by the Bank with regard to Cardmember's usage of the Card, the Amount shall be credited by the Bank to the Cardmember's Account. The Bank at its sole discretion may issue Smart Credit Cards - to some Cardmembers. A Smart Credit Card may or may not be a co-branded Credit Card. The Smart Credit Card shall facilitate the Cardmember in accumulating, viewing and redeeming loyalty points earned against Purchase of goods and services at specific point of sale terminals as designated by the Bank from time to time. The Bank reserves the right to manage the memory on the chip/magnetic strip of the Credit Card and offer selective applications on the Smart Credit card at its sole discretion.
- 10.15 The Cardmember shall be communicated the number of points earned by a Cardmember in one statement cycle. The rate and the way these reward points can be redeemed will be at the sole discretion of the Bank. Bank may change the rate anytime without any prior intimation.
- 10.16 The Cardmember may instantly redeem the Points at the selected Merchant Establishments, the addresses of which shall be informed by the Bank to the Cardmember from time to time. The Cardmember shall earn extra Points for Purchases made at such Merchant Establishments.
- All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by The Royal Bank of Scotland from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:
- Balance transfers
  - Cash advances
  - Financial charges (e.g., late payment fee, dishonored cheque charges, service fee, transaction charges)
  - Disputed transactions
  - Any purchases made at petrol pumps/service stations
  - Payment of Enrolment Fee for the Program
  - Payment of Insurance Premium for Insurance Cover(s)
- 10.17 You understand that the applications loaded on the chip/magnetic strip of the Smart Credit Card are non-MasterCard proprietary and non-payment applications. The Bank makes no warranty that the applications loaded on the chip/magnetic strip will meet Your requirement. In no event, will the Bank be liable in contract, tort, negligence or otherwise for any damages (including but not limited to damages for loss of profits, loss of information) arising out of use or inability to use the applications on the chip/magnetic strip. Neither the Bank nor MasterCard International warrant that the applications loaded on the chip/magnetic strip will provide You uninterrupted or error free service.
- 10.18 No accumulation or redemption of the Points will be permissible if on the relevant date, the Card facility has been withdrawn or cancelled or Card Account is shown as an overdue Account.
- 10.19 You cannot transfer the Points to another person or combine the same with any other Card of the Bank held by You. However, the Bank, at its sole discretion, may in certain cases allow transfer of Points for specific schemes and intimate You of the same from time to time.
- 10.20 The Bank's computation of Points shall be final, conclusive and binding on You and will not be liable to be disputed or questioned for any reason whatsoever.
- 10.21 Points accumulated that are not redeemed by the Cardmember within 12 months may be carried over subject to terms and conditions. Any points that are not used by the expiry period (presently 12 months shall lapse and stand forfeited).
- 10.22 The Credit Card must not be overdue, suspended, blocked, cancelled or terminated by The Royal Bank of Scotland at the time of the receipt of request for redemption of Points.
- 10.23 The Points accrued can only be redeemed by the Primary Cardmember, and not by an Additional Cardmember.
- 10.24 The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by The Royal Bank of Scotland from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.
- 10.25 The Cardmember shall have to fill in a redemption request form and mail the same at the address mentioned therein or call the nearest The Royal Bank of Scotland Card Customer Service Centre. The Cardmember(s) may also access the website [www.rbs.in](http://www.rbs.in) for viewing the status and options for their respective redemption of Points.
- 10.26 The Royal Bank of Scotland is not liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.
- 10.27 Redeemed Points are not exchangeable for other rewards, or refundable, replaceable, or transferable for cash or credit under any circumstances, and such redeemed Points cannot be re-converted back to Points. Once exchanged for another partner loyalty program, if any, Points cannot be transferred back.
- 10.28 All rewards are subject to availability and certain restrictions may apply. The redemption procedure and the additional terms and conditions for each reward shall be set forth in the redemption certificates/vouchers issued to the Cardmember.
- 10.29 Any additional meals, transportation, accommodation arrangements, courier or other costs incurred in connection with redemption of any reward shall be the sole responsibility of the Cardmember.
- 10.30 Issuance of a redemption certificate for dining, travel or hotel accommodation does not constitute a reservation. The Cardmember is responsible for making all reservations and notifying the participating Merchant Establishment(s) of the reward(s) he/she is going to redeem.
- 10.31 Other The Royal Bank of Scotland benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.
- 10.32 The Royal Bank of Scotland shall in no event be responsible or liable, in any manner whatsoever, for the product and/or





- services redeemed from the Point, including but not limited to any defect or deficiency in or with respect to any claim arising out of non-use or use of the Points, or in usage of redemption certificate for dining, travel or hotel accommodation, or in usage, durability, merchantability of any product/service acquired by redemption of Points.
- 10.33 Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.
- 10.34 Information supplied by a Cardmember on redemption of rewards may be used by The Royal Bank of Scotland or its Merchant Establishments for administrative and/or marketing purposes, without procuring any permission, written or otherwise, from the Cardmember.
- 10.35 Any taxes or other liabilities or charges payable to the Government, any other authority, body or any other participating Merchant Establishment, which may arise or accrue to a Cardmember on redemption of Points as aforesaid or otherwise shall be to the sole account of the Cardmember.
- 10.36 The Royal Bank of Scotland reserves the right to cancel, change or substitute the rewards, reward conditions or the basis of computation of Points, or terms and conditions of the Program at any time, without giving any intimation to the Cardmember. The Royal Bank of Scotland can suspend or terminate the Program at any time it deems necessary, without any liability for the Points earned.
- 10.37 The Royal Bank of Scotland makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and/or services provided/that may be provided by the participating Merchant Establishments/ co-branded commercial or business entity under the Program. Merchandise, where applicable, may be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer or service provider or co-branded commercial or business entity.
- 10.38 Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardmember and the participating Merchant Establishment that supplied the goods or services. The Royal Bank of Scotland will bear no responsibility for resolving such disputes or for the dispute itself.
- 10.39 Each of the Program shall be governed by a separate specific terms and conditions (hereinafter "Program Terms and Conditions"). However, such Program Terms and Conditions shall not amend in any way the Cardmember Agreement, and any term referenced but not defined therein may be interpreted in accordance with the Cardmember Agreement.
- 10.40 The Royal Bank of Scotland acts in good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to this Program and the fulfilment of any reward, the Cardmember shall not be entitled to claim or allege any loss, damage, liability, expense, etc. attributable, directly or indirectly, to any such goods faith action of The Royal Bank of Scotland and the Cardmember shall indemnify and hold The Royal Bank of Scotland fully harmless in respect thereof.
- 10.41 All queries in relation to the Program may be addressed to the 24 Hours Bank by Phone numbers or to [in.cardservices@rbs.com](mailto:in.cardservices@rbs.com) or as may be specified by the Bank from time to time.
- 10.42 One of the conditions on which The Royal Bank of Scotland has agreed to allow the Cardmember to participate in the Program is that he/she confirms and accepts the terms and conditions as herein contained along with the Program Terms and Conditions.
- 10.43 Notwithstanding the aforesaid, the Bank also provides some value-added programs to only a select few Cardmembers, including but not limited to the Payment Holiday Program and the Premier Club Program. It is clarified that the said Programs are subject to specific terms and conditions and are value-added benefits provided by the Bank at its sole discretion to a select few customers.
11. 24 HOURS BANK BY PHONE
- 11.1 The Bank shall provide information and facility to You to facilitate access to information and carry out transactions on Your Card Account by giving instructions on telephone. The Bank may accept this either manually or by an automated system. However, the Bank at its sole discretion, may decide on the nature of the information/transaction that can be given/carried over the telephone. The Bank also reserves the right to authenticate Cardmember's identity before processing the request. You may also be given a specific Telephone Personal Identification Number (T-PIN) for use of this facility.
- 11.2 Cardmember agrees that You shall not hold the Bank liable on account of the Bank acting in good faith on such instructions.
- 11.3 The Bank may at its sole discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings.
- 11.4 At Your request the Bank may send to You by fax (at a fax number given by You) financial information (sought for by You) regarding the Card Account which may be of a private or confidential nature and You shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.
- 11.5 In following such instructions, the Bank shall be doing so on a best effort basis and will not be liable on account of delay or inability on the part of the Bank to act immediately or at all on any of Your instructions.
- 11.6 The Bank reserves its right not to carry out such instructions where the Bank has reasons to believe that the instructions are not genuine or to withdraw or suspend the facility.
- 11.7 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank, You shall be obliged to inform the Bank of the discrepancy within ten days of receiving the advice from the Bank.
- 11.8 In consideration of the Bank providing You the said facility You shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of Your using this facility.
12. INTERNET BANKING
- 12.1 You agree that while making any internet transaction, any outflow of foreign exchange must be undertaken by You only in accordance with Foreign Exchange Management Act, 1999, Information Technology Act, 2000 and other applicable acts including any rules, regulations, notifications thereunder and any other law as may be applicable from time to time. The Bank, at its sole discretion, may decline certain internet transactions by You in order to protect You from unauthorised and





- illegal use of account information by any person.
- 12.2 You may also be given a specific Personal Identification Number (PIN) for use of this facility. You shall personally be liable for the security of the said number and shall not share or disclose the said number to any individual.
- 12.3 You agree not to use the Card/Card Number to visit websites on gaming and obscenity that has been prohibited and declared illegal by the Government of India. By doing so, You may be liable for any legal action against You and the Bank shall not be responsible for the same.
- 12.4 The information materials contained on the websites are subject to change. Unauthorised use of the Bank's website including but not limited to enter into Bank's system, misuse of password or misuse of any information posted on the website is strictly prohibited. In doing so, You shall be liable for legal action under the provisions of Information Technology Act, 2000 and other Acts applicable at that time.
- 12.5 In consideration of the Bank providing You the internet banking facility You shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of Your using this facility.
- 12.6 The Bank reserves the right to terminate any user's access with or without assigning any cause, or without any notice whatsoever.
13. **INSURANCE BENEFITS**
- 13.1 The Bank at its sole discretion may choose to offer to certain Cardmembers Optional insurance policy (ies) including but not limited to the Safety Net and Credit Shield policies that cover the Cardmembers towards their respective liabilities and/or other eventualities.  
For the said Optional Insurance covers, the Bank may charge the Premium to the Cardmember's Card Account.
- 13.2 In the event that any such insurance cover(s) or benefit of any such insurance cover(s) is made available to the Cardmember by an insurance company, at the request of the Bank or upon availing a said insurance facility, the Cardmember hereby, specifically acknowledges that the Bank will not be liable in any manner whatsoever and that the insurance company will be solely liable for all claims there under.
- 13.3 Cardmember 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 any other matter in relation to the insurance cover shall be resolved as per the insurance policy.
- 13.4 For purpose of clarification, it is stated that the Cardmember(s) can use their respective Credit Card(s) for availing such insurance facilities, including but not limited to Safety Net and Credit Shield Insurance (hereinafter collectively referred to as "Optional Facilities"). The said Optional Facilities may be availed voluntarily by the Cardmember(s) upon such terms and conditions as may be specifically applicable to such Optional Facilities and at such rates and charges as indicated more specifically in the Schedule of Charges or as intimated by the Bank from time to time. It is clarified that the Optional Facilities are to be availed by the Cardmember(s) by specifically accepting/opting/ordering/not requesting withdrawal from the Bank, wherein the Bank shall facilitate the provision of Optional Facilities without having any liability whatsoever towards the respective/all Cardmember(s). In the event that any of the Cardmember(s) who decide to avail the said optional Facilities, the applicability and acceptance of the relevant terms and conditions thereto shall be implied. For the said Optional Facilities, the Bank may charge the Insurance Premium to the Cardmember's Card Account. Please note that NO reward/loyalty Points shall accumulate towards payment of such Insurance Premium under RBS Card Rewards Program or such other loyalty program.
- 13.5 Cardmember further acknowledge that the any/all insurance cover so provided shall be available to You only as per the terms of the relevant insurance policy in force and only so long as the Card Account is maintained as per the terms and conditions provided herein. On the Card being suspended or cancelled for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of suspension/cancellation of the Card Account.
- 13.6 These policy shall automatically cover exclusively the Primary Cardmember only (not for Additional Cardmembers) and the benefits under the insurance policy shall be available during the currency of a Valid Card unless specified otherwise in writing by the Bank.
14. **BALANCE TRANSFER**
- 14.1 You may make a single or multiple requests for balance transfer from one or many card issuing banks subject to the available Credit Limit assigned by the Bank to You, subject to the facility being available at that time.
- 14.2 The balance transfer request shall not be processed for amounts less than Rs. 3000 (or such other amount as prescribed from time to time).
- 14.3 The Bank shall courier at the Cardmember's mailing address, the draft favouring his other credit card account. It shall be the responsibility of Cardmember to forward the same to the issuing bank /credit card company.
- 14.4 The preferential rate of Finance Charges on the balance transfer (as specified by the Bank from time to time) will be applicable only for a period of six months (or such period as prescribed from time to time) from the date of issuance of the balance transfer draft, after which the balance transfer outstanding will attract normal rate of Finance Charge.
- 14.5 At the end of six months or any such duration as specified by the Bank, the balance, if any, in the Balance Transfer Account will be transferred to the existing Card Account and will attract prevailing rate of Finance Charges.
- 14.6 In the event of breach of any conditions of the Cardmember Agreement or otherwise, the Bank has the absolute right and discretion to charge normal rate of Finance Charges on Cardmember's balance transfer amount in his existing Card Account prior to completion of six months (or such time period as prescribed from time to time). The Bank reserves the right to remove the discounted rate under the Balance Transfer offer and charge at the prevailing finance charges if it finds that the conduct of the Account is not satisfactory or if the minimum amount due is not paid in full.
- 14.7 If Cardmember decides to terminate his Card Account, the balance transfer amount will attract normal rate of Finance Charges and the existing cancellation procedures will apply.
- 14.8 Disputes, if any, on balance transfer from issuing bank to the Card Account, shall lie with the original card issuer and the





- Bank shall not be liable in any manner whatsoever.
- 14.9 Cardmember shall be responsible to pay Finance Charges levied on You by the issuing bank on account of payment of any dues that may be transferred to the Card Account along with the balance transfer.
- 14.10 The Bank at its sole discretion may accept or reject the request for balance transfer without assigning any reason whatsoever.
- 14.11 The Bank at its discretion may have one or multiple balance transfer programs for which the Finance Charges and offer period may be same or vary from time to time.
15. APPOINTMENT OF THIRD PARTY/SERVICE PROVIDER
- 15.1 The Bank, at its sole discretion, may appoint third parties/service providers for providing service over the phone or through any other means. The Bank may also appoint third party/service providers for conducting certain activities such as but not limited to reference checking, data-entry and back-office related operations, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any other action allowed by law for recovery of all dues owing to the Bank. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third parties/service provider for collection will be to Your cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts.
- 15.2 You shall be liable for all costs associated with the collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or take legal recourse for enforcement of payment.
16. CREDIT CARD REISSUANCE AND REPLACEMENT
- 16.1 If Your Card becomes defective/gets damaged, mutilated, lost or stolen, You may ask for a replacement Credit Card at any of the Bank's Card Division Centers. All such replacement Credit Cards shall be provided at the discretion of the Bank upon such Charges prevailing at the time of replacement. The damaged Card must not be used and should be cut in half over the magnetic strip and returned immediately to the Bank. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces. Effective 1st July 2011, as per a notification from Central Board of Direct Taxes, furnishing of PAN details is mandatory for reissue and replacement requests of credit cards
17. CHANGE OF ADDRESS AND TELEPHONE NUMBER
- 17.1 Cardmember shall promptly notify the Bank at the address notified by the Bank from time to time or designated customer service centre in writing or telephonically of any change in Your address and/or any telephone number.
18. EXCLUSION OF LIABILITY
- 18.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to You in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied, (b) the refusal of any person to honor or accept a Card, (c) the malfunction of any Electronic Terminal, (d) the giving of transaction instruction other than by the Cardmember, (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 Cardmember to anybody other than designated employees of the Bank at the Bank's premises, (g) the exercise by the Bank of its right to 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, (h) the exercise by the Bank of its right to terminate any Card or the Card Account, or (i) any injury to Your credit, character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/mail order establishment to honor or accept the Card (j) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank. In the event a demand or a claim for settlement of outstanding dues from You is made either by the Bank or any person acting on behalf of the Bank, You agree and acknowledge that such demand or claim shall not amount to be an act of defamation or on act prejudicial to or reflecting upon Your character, in any manner.
19. CROSS DEFAULT
- 19.1 Cardmember accepts that any default in discharging the obligations under the Cardmember Agreement shall be deemed default under the Cardmember Agreement and the Bank reserves the right to exercise any or all rights under the said Agreement.
- 19.2 Cardmember acknowledges the right of the Bank to terminate the Credit Card facility in the event of default in respect of any other loan/financial credit facility extended to You by the Bank and vice versa.
20. SERVICES PROVIDED BY MASTERCARD INTERNATIONAL
- 20.1 There are certain emergency services provided to Cardmember by MasterCard International. Such services are provided by MasterCard through third party agents. Cardmember shall be responsible for the cost incurred in availing such emergency services provided by/through MasterCard International.
- 20.2 Assistance is provided on a best effort basis by/through MasterCard International.
- 20.3 The Bank in India or anywhere in the world does not accept the responsibility for the arrangement or use of services provided by/through MasterCard International.
21. DISCLOSURE
- 21.1 The Bank is hereby permitted by the Cardmember to release any information regarding Cardmember's credit history or repayment record to the credit information bureau and collection/recovery agent/third parties in case of default or otherwise without Cardmember approval.
- 21.2 Cardmember specifically waives the privilege of privacy, privity, confidentiality and secrecy with regard to the aforesaid information.
- 21.3 The Bank shall also ensure that its Direct Marketing or Selling Agents do not transfer in an unauthorised manner or misuse Cardmember personal information obtained during marketing that is subsequently being held on record.
- 21.4 Notwithstanding anything to the contrary, the Cardmember authorizes the Bank to disclose all/any information or documents about the Cardmember including this Agreement and/or any other agreement, transactions or dealings between the Cardmember and the Bank for any purpose to (i) its head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank; (ii) professional advisers of the Bank; (iii) any potential or actual purchaser/assignee of







- the Bank or of any of its businesses, rights, assets or obligations; or (iv) to any other person where disclosure is required by law
22. **ASSIGNMENT/SECURITISATION**
- 22.1 Cardmember expressly recognises and accepts that the Bank shall be absolutely entitled to sell, assign or transfer, in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against You on behalf of any purchaser, assignee or transferee). Your outstanding and dues to any third party of the Bank's choice without reference to or without written intimation by the Bank to You, and any such sale, assignment or transfer shall bind You to accept such third party as a creditor exclusively or as a joint Creditor with the Bank, but with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement or its rights and recovery of outstanding and dues shall be debited to Cardmember's Account.
23. **MISCELLANEOUS**
- 23.1 Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to the Card, the Cardmember will not be entitled to claim or allege any loss, damage liability, expense etc. attributable, directly or indirectly, to any such good faith action of the Bank and the Cardmember agrees to hold the Bank harmless in respect thereof.
- 23.2 Cardmembers' liabilities under this Cardmember Agreement shall not be discharged of until outstanding on the Card Account is cleared in full.
- 23.3 The total outstanding on the Card Account together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to the Bank on bankruptcy, insolvency, dissolution or winding up of a corporate body of a Cardmember or death of the Primary Cardmember. The Primary Cardmember's estate will be responsible for setting off any outstanding on the Card Account and should keep the Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to levy Finance Charges and other applicable charges as given in the Schedule of Charges at its prevailing rate.
- 23.4 The Card Account will also be liable to be suspended on instructions from any Government/Regulatory Body. All amounts outstanding on the Card shall be deemed to have immediately become due on instructions from Government/Regulatory Bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to Your obligation to pay forthwith all outstanding.
- 23.5 The Bank shall from time to time be entitled to add to and/or amend all or any of these terms and conditions, which shall be communicated in writing to the Cardmember. Cardmember will be bound by such amendments unless all the outstanding in the Card Account is paid and the Card is returned to the Bank for cancellation or cut in half before the date upon which any amendment is to have effect.
- 23.6 The Bank shall at its sole discretion add any new or withdraw any existing facility or features available to Cardmember under these terms and conditions.
- 23.7 All published information is correct and complete at the time of printing. The Bank cannot assume responsibility for changes, which occur after printing.
24. **PAYMENT HOLIDAY PROGRAM**
- 24.1 The Bank at its own discretion may offer to select Cardmembers the Payment Holiday Program (hereinafter "Program") which will be applicable only for the specified period. The Program will be open to Primary Cardmembers only, so selected at the sole discretion of The Royal Bank of Scotland (hereinafter "Bank"), who are Indian Citizens holding a valid and current RBS Credit Card (hereinafter "Cardmember") and where there is no payment with respect to the Cardmember which is overdue.
- 24.2 Under the Program, the Cardmember is not required to make any payment of any outstanding on his RBS Credit Card (the Total Amount Due, Minimum Amount Due or any amount in part thereof) during the offer period stated by the Bank. The Bank reserves the right to refuse the Program to Cardmember without assigning any reason with respect thereto.
- 24.3 For avoidance of doubt, it is clarified that the terms and conditions mentioned herein constitute only an offer that shall result in a binding obligation on the Bank only if confirmed by the Bank in the Statement of Accounts of the Cardmember during the offer period by mentioning "Payment Holiday" in the Payment Due Date column.
- 24.4 It is clarified that the Bank shall levy interest as per the Schedule of Charges during the offer period, to be paid in the subsequent billing cycle, to the Cardmember Account. The Cardmember will not be charged any Late Payment Charges during the offer period.
- 24.5 On closure of the Program, the Cardmember will be bound to make the payment as required to keep his Account in good standing. The Cardmember may also choose to make payment in full or part thereof during the tenure of the Program.
- 24.6 The Bank reserves the right to add, alter, modify, change, amend or vary terms and conditions herein and such addition/alteration/amendments/modifications or change shall be binding on the Cardmember. The Program shall be eligible to Service Tax and/or other taxes/charges as may be applicable under law from time to time.
- 24.7 Any dispute under Program shall be subject to the exclusive jurisdiction of courts at New Delhi.
- 24.8 The terms and conditions mentioned herein shall override anything inconsistent to the same contained in the Cardmember Agreement. The Cardmember will be bound by all other terms and conditions of the Cardmember Agreement.
25. **EASY PAY**
- 25.1 The EasyPay (EP) facility is open to all residents of India holding a valid and current RBS Credit Card (Credit Card) in good standing (Cardmember). The Royal Bank of Scotland (Bank) reserves the right to refuse the EP facility to the Cardmembers without assigning any reason thereto. The Cardmember can request for EP facility through the designated 24 Hours Bank by Phone in the city. Bank holds the sole right of acceptance of such requests. Requesting EP facility on phone will be deemed as unconditional acceptance of the transaction and of the terms and conditions of this program and the Cardmember





cannot dispute the same. The EP facility carries Interest at 2.50 % per month on daily reducing balance and is subject to levy of a processing fee of 1.99% or Rs. 249, whichever is greater, of the EP Principal Amount for each EP Loan request made by the Cardmember. The EP facility is available over different tenures of 6, 9, 12, 18 and 24 months, subject to the option exercised by the Cardmember and the approval granted by the Bank. The EP facility can be availed of only in case of SINGLE retail purchases amounting to Rs. 3,000 or more. The Cardmember, on making a purchase of Rs. 3,000 or more can call up the Bank on stipulated Phone numbers within 10 days of the purchase and request for transfer of the said retail transaction amount to EP facility. All transaction with ticket sizes between Rs. 3000 and Rs. 5000 will be for 6 months tenure only. The Bank, on the request made by Cardmember, may transfer the aforesaid amount to EP facility. Please note that any reward points/cash back earned on the purchase transaction(s) will be reversed if such transaction(s) are converted to EP facility. The Bank shall in the subsequent monthly Statement, communicate to the Cardmember, the transfer of the aforesaid amount to the EP facility. The Bank shall in the subsequent monthly Statement, communicate to the Cardmember, the transfer of the aforesaid amount to the EP facility. Cardmember will be deemed to have accepted the terms and conditions applicable to the facility once the request for transfer to EP facility is made and the Bank accepts the same. The Bank shall communicate to the Cardmember of the EP facility granted to him/her through a SMS/email alert, letter or any other communication as chosen by the Bank. Cardmember cannot combine transactions and move the consolidated purchase amount to the EP facility. Only one transaction above a value of Rs. 3000 will be set up as EP loans on the Credit Card Account. Up to six (6) such loans can be set up as EP loans on the Credit Card Account. The EP facility is applicable or available only on retail purchases made by either the Primary or Add-on Cardmember. The Bank shall provide the EP facility only upon a request by the Primary Cardmember to move a retail purchase under EP facility. No request by an Addon Cardmember for transfer of retail purchases to EP facility shall be entertained by the Bank. The Bank shall continue to levy the current applicable charge on the Cardmember Account as per the applicable Schedule of Charges, and terms and conditions mentioned in the Cardmember Agreement. Upon EP approval, the Cardmember's Credit Card Limit shall be reduced by the EP Principal Amount. The Credit Card limit shall be adjusted as and when the Cardmember pays the EP instalments. The Cardmember can take multiple retail purchases under EP facility subject to Available Credit Limit on RBS Credit Card Account. Amount to be paid under the EP Monthly Instalment shall be calculated as (EP Principal Amount + Interest Charge)/Tenure. EP Monthly Instalment schedule will begin from the Cardmembers next Statement of Account generated after the request date and shall continue over the tenure of EP as requested by the Cardmember. The EP Monthly Instalment(s) shall be included in the Minimum Amount Due (MAD) of the Account for the duration of the EP facility.

The MAD will be 7% of Cardmember's existing revolving balances (Retail/Cash/Balance Transfer) and EP Monthly Installment due (or all EP Monthly Installments due in case of multiple EP). Non-Payment or underpayment of MAD by the Cardmember shall attract late payment fees and charges as mentioned in the Schedule of Charges.

The EP facility shall be cancelled or terminated in the event Credit Card becomes delinquent or blocked before all the EP instalments have been paid by the Cardmember. Upon cancellation/termination of the EP facility, the outstanding EP Principal Amount and other charges shall be transferred back to the Cardmember's retail balance and a cancellation fee of 3% of the balance Principal Loan Amount or Rs. 100, whichever is greater, shall be levied on the same. The Cardmember may make such payment to clear this retail balance in his/her Credit Card Account. The Cardmember is required to pay the MAD in full to maintain his/her Card in good standing. The Cardmember must make the request for cancellation of EP in writing. On receipt of this request, the outstanding EP Principal Amount is moved back to the Cardmember's retail balance and a cancellation fee of 3% of the balance Principal Loan Amount or Rs. 100, whichever is greater, shall be levied on the same. In the event of cancellation of EP facility, if the balance in the Cardmember's Account is revolving, then the above-mentioned amount (EP remaining Principal Amount + Cancellation Fee) shall be added to the revolving balance and shall attract the standard Credit Card Interest Charges, as specified in the Schedule of Charges. The Bank shall not entertain requests by Cardmember for transfer from one EP facility to another. The Royal Bank of Scotland reserves its absolute right at any time to add, alter, modify, change or vary terms and conditions herein and such amendment(s)/modification(s) shall be binding on the Cardmember. The EP facility being offered by the Bank is optional and the Cardmembers are not bound in any way to participate in this facility. Any such participation in the EP facility by Cardmember is voluntary. The facility shall be eligible to Government Service Tax and/or other taxes/charges etc. as may be applicable under law from time to time. Any dispute arising under EP facility shall be subject to the exclusive jurisdiction of the courts at New Delhi.

26. PREMIER CLUB PROGRAM

26.1 THE ROYAL BANK OF SCOTLAND (hereinafter "Bank") offers to its existing customers, who have been granted RBS Credit Card (hereinafter "Cardmember") a "Premier Club Program" facility (hereinafter collectively referred to as the "Program") upon fulfilment of such terms and conditions, including the terms and conditions contained herein below, read along with terms of the Cardmember Agreement and such other terms and conditions that the Bank may deem appropriate at its sole discretion.

26.2 The Program offers the Cardmember the each of the following services (collectively referred to as "Facilities" and individually as "Facility") under Program as indicated herein below:

- a. Lifetime Rewards: Cardmember points do not expire after any period
- b. Premier Club Offers: Special value offers on travel, shopping, dining, utility bills, fuels etc.
- c. Active Alert Service: Active Alert Service provides SMS and Email Alerts messages for significant transactions on the Card Account. To be eligible for this, Cardmember need to provide the Bank with valid email id and mobile phone number.
- d. Bill Payment Service: Cardmember can pay unlimited bills per month through the respective RBS Credit Card. This feature is subject to the terms and conditions of Smart Bill Pay Program, which can be referred to at <http://www.rbs.in/creditcard/smartbillpay/T&C.html>.

26.3 YESS - Year End Statement Summary of Cardmember(s) Credit Card Account(s) which would be provided to him once in 12 months at the end of every year.

26.4 This Program is subject to fulfilment by the Cardmember of the following conditions:  
a. Cardmember shall pay a sum of Rs. 75 per quarter as payment towards the services provided under the Program, which





- would be inclusive of the cost of the product and administrative charges.
- b. Amount of Charges payable shall be intimated to the Cardmember(s) in the monthly Credit Card Statement sent to the Cardmember.
- c. The participation of Cardmember in the Program is voluntary and if a Cardmember chooses not to participate in the Program, then he/she shall inform/intimate the Bank in this regard in the manner as indicated by the Bank at its sole discretion from time to time. In the event a Cardmember decides not to become member of the Program, the Bank shall reverse such charges received from the Cardmember.
- d. If a Cardmember decides to withdraw from the Program, then he/she shall intimate the Bank of the same. Upon withdrawal from the Program, all Charges pertaining to the Program, borne by Cardmember, shall be reversed.
- e. Once the participation of Cardmember in the Program is confirmed and/or the Cardmember have not indicated withdrawal and/or request for not availing the Program, the Bank is authorised to charge for the Program in quarterly instalments till cancellation/termination of the Program for any reason whatsoever or maturity thereof, whichever is earlier. In this regard, Bank shall debit the Cardmember's Credit Card Account with an amount equivalent to the quarterly instalments connected with the program or incidental thereto, including for any period during which the Cardmember has the option to withdraw from the Program.
- f. The Program may be availed by the Cardmember by providing the Bank with a list of information required by the Bank, including but not limited to a valid e-mail id of the Cardmember, a valid and active cell/mobile-phone number of Cardmember, etc.
- g. It is clarified that for the Bill Payment Service Facility, such terms and conditions shall additionally apply and towards such authorised, recognized and designated third parties/service providers as indicated on the Bank's website at <http://www.rbs.in/creditcard/smartbillpay/T&C.html> only.
- 26.5 The Bank may provide to such Cardmember(s) who avail the Facilities under the Program, a sweepstakes offer and/or contest (hereinafter "Contest"), wherein the Cardmember(s) enrolled in the Program shall automatically qualify for an entry into the Contest conducted once every week/month/quarter/year by the Bank at its sole discretion. The Contest winners shall be selected at the sole discretion of the Bank and the prizes (as applicable to each Contest) shall be distributed by the Bank in the manner as applicable/stipulated by an independent panel constituted by Bank at its sole and absolute discretion and the decision of the same shall be final and binding and shall not be questioned by any Cardmember(s) in any manner whatsoever. All winners of the Contest(s) shall be intimated by the Bank at its sole discretion upon closure of the Contest and the Bank shall not entertain correspondence, regarding the results of the Contest(s). Further, the Bank is neither responsible nor is liable towards the quality of goods/services offered as gifts, any defect of deficiency therein, nor shall the Bank entertain any claim in respect of or arising out of non-use or use of, the said products/services/gifts. The pictures/description of the prizes shown in the mailers/communication sent to the Cardmember(s) are representative only and the prizes are subject to availability from the respective suppliers and may be suitably replaced in case of non-availability from the respective suppliers, by Bank at its sole and absolute discretion. The prizes are non-transferable and cannot be encashed.
- 26.6 The terms and conditions contained herein in the Cardmember Agreement shall be read in conjunction with the scope of cover/terms and conditions contained in the Program. However, the terms and conditions contained in the Program shall modify or supersede the terms and conditions contained herein in the Cardmember Agreement. In addition to the same, it is further clarified that the Bank shall alert the respective Cardmember(s) through media such as e-mail and/or SMS. The Bank shall at no point of time be obligated and/or held liable in any manner whatsoever, especially on account of fault in the service of designated third parties and/or service providers which may include non-delivery of SMS, over-quota e-mail account, network disruption, and claims on account of gifts receivable. Any claims seeking reversal and/or charge-back of the amount paid to the Bank under the Program for any reason whatsoever including upon the occurrence of the aforesaid events, made by the Cardmember(s) will not be entertained by the Bank under any circumstances.
- 26.7 The terms and conditions shall be subject to usual force majeure conditions.
- 26.8 The usage of the Program shall be strictly in accordance with applicable law, including any amendment, modification or reenactment thereof.
- 26.9 The Bank reserves the right to refuse, revoke and/or discontinue the Facilities under the Program to any Cardmember(s) without having to cite any reason and/or any other obligation whatsoever towards the Cardmember(s). Further, for the provisions of the Facilities, the Cardmember(s) may be contacted by the Bank and/or its associates, designated third parties through various media, including but not limited to e-mails, SMS, and monthly Statements. It is further clarified that the acceptance of providing the Facilities by the Bank is not a conclusive obligation as the designated third parties and/or service providers may further choose to reject the request of the Cardmember. In such an event, the Bank shall communicate the aforementioned to the Cardmember without having to cite any reason and/or any other obligation whatsoever.
- 26.10 Nothing contained herein amounts to a commitment by the Bank to conduct further, similar or any other scheme. Further, nothing herein in any manner shall hold the Bank responsible or liable towards the quality of service/products and/or satisfaction of Cardmember(s) especially in the event wherein the aforesaid services/products are not provided directly by the Bank.
- 26.11 The Cardmember(s) shall not hold the Bank responsible for or liable for any action, claims, demands, losses, damages, cost, charges and expenses which the Cardmember(s) may suffer, sustain or incur by means including but not limited to revocation, non-sanctioning or cancellation of this Program, and non-delivery of gifts.
- 26.12 Any taxes or liabilities or charges payable to the Government or any other authority or body which may arise or accrue to a Cardmember for availing the Facilities under Program or the gifts received from Contests or services incidental to or connected with the Program shall be borne directly by Cardmember or billed to the Account of the Cardmember.
- 26.13 All disputes, if any, arising out of or in connection with or as a result of or the scheme or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts/tribunals in New Delhi only, irrespective whether courts/tribunals in other areas have concurrent or similar jurisdiction.
27. **VOUCHER OFFERS**





- 27.1 The Royal Bank of Scotland, from time to time, may communicate offers of various Merchant Establishments to its Cardmembers either at time of acquisition or after the Card has been boarded. These may be communicated to the customer through vouchers that could be co branded or could be only of the Merchant Establishment.
- 27.2 These offers are brought to the Cardmember solely by the participating Merchant Establishments. Rules of the participating Merchant Establishments will apply. The Royal Bank of Scotland is not making the offer, holds no warranty and is not representative of the delivery, quality, merchantability or suitability of product/services availed of by the Cardmember under this offer/the Voucher.
- 27.3 The Cardmember further understands that any information exchanged by the Cardmember with the Merchant Establishment shall be at his/her sole direction and he/she shall not hold The Royal Bank of Scotland liable or responsible for use/misuse of such information by the Merchant Establishment. Any disputes as regards delivery, quality, merchantability or suitability of products/services availed of under this offer/the vouchers must be addressed by the Cardmember in writing to the participating Merchant Establishments directly and The Royal Bank of Scotland will not entertain any communication in this regard.
- 27.4 The Royal Bank of Scotland shall not be liable for any loss or damage whatsoever that may be suffered or for any personal injury that may be suffered to a Cardmember directly or indirectly by use or non-use of products/services availed of under this offer/the vouchers.
- 27.5 The Royal Bank of Scotland reserves the right to extend or terminate these offers without prior notice. The Royal Bank of Scotland reserves the right, at any time, without prior notice, to add/alter/modify/change or vary all of those terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to withdraw the offer altogether.
28. **RIGHT TO SET OFF /BANKER'S LIEN**
- 28.1 In the event of You delaying or being unable to settle the Credit Card outstanding, as provided in this Agreement, for any reason whatsoever, You expressly and unconditionally authorise the Bank to set off and adjust any such outstanding against any property or assets in the possession of the Bank from time to time, including but not limited to, Savings Account(s), Current Account(s), and Term Deposit Account(s) that You may have with us individually or jointly, or any amount that may be payable by Us in any capacity to You on any account whatsoever. The Bank shall have a lien over all Your assets in possession of the Bank as per law.
29. **WAIVER/ACQUIESCENCE**
- 29.1 No delay in exercise or omission to exercise any right, power or remedy accruing to the Bank upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver/forbearance thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.
30. **ARBITRATION**
- 30.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by referring the dispute to a sole Arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be New Delhi, India. The arbitration proceedings shall be in English language.
31. **JURISDICTION AND GOVERNING LAW**
- 31.1 All disputes arising out of and/or relating to this Cardmember Agreement shall be subject to the exclusive jurisdiction of competent courts at New Delhi, India.
- 31.2 This Agreement shall be governed by the laws of India.
32. **REFERENCES**
- 32.1 Reference to any gender shall include all genders and reference to single number shall include reference to plural numbers and vice versa in context thereto.
33. **ACCEPTANCE**
- 33.1 You have read and understood the entire Cardmember Agreement, and the Most Important Terms and Conditions and agree to be bound by all the conditions stated herein.
- 33.2 You accept that terms and conditions, and other documents with regard to Credit Card have been explained in the language understood by You and that You have understood the entire meaning of various clauses.  
The Code of Bank's Commitment to Customers is available on our website [www.rbs.in](http://www.rbs.in). You can also get a copy of the code from any of the Bank branches.

