CENTURION
MOST IMPORTANT TERMS AND
Card Member
AGREEMENT

CENTURION MOST IMPORTANT TERMS AND CONDITIONS

The MITC updated as on 15 November 2026 and circulated by American Express Banking Corp. as a part of all Card applications in compliance with to Master Circular on Credit Card Operations of Banks issued by Reserve Bank of India. Card Member/Cardholder shall mean any person holding any of the American Express Charge Card defined herein. Specific reference is given if any Terms and Conditions are applicable only to a particular American Express Charge Card. This MITC is to be read along with the application form, Card Member agreement, Card Member T&Cs and any otheragreement signed and/or accepted by the Card Member for the full and comprehensiveknowledge and information about the Card products and all the associated charges/ fee, services, benefits, and privileges as applicable available on such Card products.

(a) FEE AND CHARGES

(i) Joining Fees for primary Cardholder and for add-on Cardholder

Annual Membership Fees for primary Cardholder (also referred to as “Card Member” or “Centurion Card Member” or “Centurion member”) and add-on Cardholder(s) American Express Charges a Joining Fee of ₹7,00,000 effective 19th January 2021 for the issuance of the Centurion Card.

(ii) Annual Membership Fees for primary Cardholder and add-on Cardholder(s)

An Annual Membership Fee of ₹2,75,000 is levied every year at the start of themembership year. This Annual Fee covers 1 Centurion Supplementary Card, up to 5 Platinum Supplementary Cards, and 1 additional Card for the Basic Card Member. The fee for the 2nd Centurion Supplementary Card is ₹1,00,000. Within a period of 45 days of your Centurion Card approval, all your existing American Express Personal Charge Card(s) will be cancelled that may have been issued to you.

(iii) Cash Advance Fee

A Transaction Fee of 3.5% of the Cash Advance amount, subject to a minimum of ₹250, is levied every time a Card Member withdraws cash on his Card.

(iv) Service charges levied for certain transactions

Description of Service/ Transaction	Service/Transaction Charges
Duplicate Statement Fee	₹100 per statement for paper statements older than 3 months
Record of Charge / Summary of Charge Retrieval Fee	₹100 per Retrieval
Surcharge on Purchase of Railway Ticket	1.8% of the transaction value or minimum of T10+ tax if booked on the internet (IRCTC) Applicable payment gateway charges +GST

Convenience Fee on Fuel Purchase	• 0% for HPCL transaction less than ₹5,000 • 1% fee per transaction is applicable for all HPCL transactions on and above ₹5,000 • 1% of the transaction value subject to a minimum of ₹10 + applicable taxes, will be charged as convenience fee at fuel stations operated by the Public Sector Oil Marketing Companies BPCL and IOCL • 2.5% of the transaction value subject to a minimum of ₹10 + applicable taxes, will be charged as convenience fee at fuel stations of all other Oil Marketing Companies (except HPCL, BPCL and IOCL)
Foreign Currency Transactions	Currency Conversion Factor assessment - 3.5% + S.Tax

Every time there is a change in the Card number or Card credentials (like expiry date/cvv etc.) due to Card renewal, Card replacement or any other reason, the cardholders are required to register again and set fresh standing instructions at the Merchant's site International recurring transactions will not be processed effective 1 October 2021.

Card Members are expected to make the payment to the International Merchants directly whenever due to avoid disruption of services. Token amount of ₹1 or ₹2 may be debited from your Card to verify the Card details at the time of SI registration. This won't be billed to the Card Member Service Tax and any other applicable cess will be levied as per the prevailing rate on fee, interest and other Service Charges as applicable.

(v) Due Date

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

Indicative example: For a Monthly Bill Statement dated January 13, 2014, the total amount payable by the Due Date is ₹12,000. Then, the Card Member is required to pay the full amount of ₹12,000 on or before the Payment Due Date or after 18 days of incurring the Charge.

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

In a Charge Card, Card Members are not allowed to revolve the overdue balance by paying Finance Charges. Hence, there are no Finance Charges applicable.

(vii) Interest Free Grace Period

There are no Interest Charges applicable for Charge Card(s). Card Member can enjoy up to maximum of 48 days of free credit period unless specifically agreed otherwise between AEBC and/or Card Members.

Illustration: Transaction date: 2nd June, Billing Cycle date: 1st of every month, Payment due date: 18th July, Interest free period = 2nd June - 18th July = 47 days. Please note that Delinquency Fee is levied if American Express does not receive payment in full of the charges shown on the monthly statement by the payment due date.

The Bank shall report a charge card account as 'overdue' to credit information companies (CICs) and levy late payment charge when a charge card account doesn't receive full payment by due date for more than five days

The details pertaining to Delinquency Fee and illustration thereof are provided herein under FEES AND CHARGES Section a (ix) Charges in case of default - Delinquency Fee.

(viii) Overdue Interest Charges - to be given on monthly and annualized basis.

There are no Overdue Interest Charges applicable for the Card.

(ix) Charges in case of default

A Delinquency Fee is levied if American Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the Due Date. The Delinquency Fee will be levied at the rate of 2.5% on the unpaid balance (with a minimum monthly Delinquency Fee being ₹500), in the next monthly billing statement until the payment is received in full.

Calculation Methodology will be as follows:

Delinquency Fee amount= 2.5%* (Last Statement Outstanding- Fees & Taxes- Credits received till payment due date) Sample Illustration: A Card Member has a total amount due of ₹20,000 payable by the Due Date. If the Card Member does not pay this full amount by the Due Date, the Delinquency Fee that will appear in the next month's bill statement will be calculated as: 2.5%* of ₹20,000 = ₹500. Thus, the Card Member would be charged ₹500 + applicable tax, which is the Delinquency Fee payable.

If the Card Member does partial payment by the due date, that will be adjusted with the total outstanding on which the Delinquency fee will be levied and Delinquency fee that will appear in the next month's Bill Statement will be calculated as: Total Outstanding ₹30,000, Payment made ₹5,000 by due date, Delinquency fee = 2.5%* (₹30,000 -₹5,000) = 2.5%* ₹25,000 = ₹625 + applicable tax.

Please note: Membership Rewards Points will be forfeited for the particular billing cycle/ monthly statement in which the minimum payment is not received by the due date.

(b) DRAWAL LIMITS

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

There is no pre-set spending limit on the Charge Card. "No Pre-Set Limit" does not mean spending is unlimited. American Express approves charges (spends done on Me chant Establishments in India or overseas) based on the declared financials, spending pattern, credit record and Account history. American Express reserves the absolute right to deny authorisation for any requested charge.

The Card Member can call-up the helpline to understand the amount he may spend on the Card.

(iii) Cash Withdrawal Limit

The Card Member will be able to use the Card to access cash from select ATM (Automated Teller Machines) worldwide.

Card Members may access Cash Advances every 30 days with a limit up to ₹2,50,000 or its equivalent.

Please refer to the applicable Service Charges as stated earlier.

(iv) Please be aware that Cash withdrawal services on your American Express Card have been temporarily suspended in India. However, you may still avail the service in international locations.

(c) BILLINGS

(i) Billing Statements - Periodicity and Mode of Sending

American Express will send Card Member a statement identifying all purchases, Cash Advances, Fee and all other Charges, payments and Credits to the Account once a month. Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of the payment due. Should the Card Member not receive the statement within 10 days from the date of his usual Statement Date, the Card Member should call American Express {refer Section c(vi)} to check the amount payable.The statement of Account will be sent to Card Members through courier/regular post or through an online link on the Card Members' registered e-mail address with American Express. Card Members can also register online and view the Card statements online by logging on to americanexpress.co.in. If Card Member has opted for E-statement notification and same fails due to incorrect/incomplete email Id and the email ID is not corrected post notification from the bank, Statement preference would be changed to Paper statement. Card Member can update their email Id by logging in to their online account or via the mobile app. Alternatively, can call helpline to get their email ID updated and further enroll into E-statement. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Account in the past month.

(ii) View Card Account Statement Online

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

(iii) Minimum Amount Payable

Card Members are required to pay the full amount as shown in the Statement of Account by the Payment Due Date. If they fail to do so, Charges may be levied as per section a (viii).

The payment should not exceed the Total Amount Due. If there is a credit balance on the Card account, please promptly request a refund of the same by contacting us at the number on the back of your Card, or via the Chat option on the Mobile App to transfer the amount to your bank account. Please keep your NEFT details handy when placing this request.

(iv) Method of Payment

Card Members have to remit the payment, in Indian Rupees, by the due date.
Card Member to maintain sufficient balance in their Bank account to avoid levying of bounce charges, for payment done via Cheque/Direct Debit. Payment made post 9 PM would be realized on the next calendar day. Payment to the Card account can be remitted by any of these convenient methods:

- **National Electronic Funds Transfer (NEFT)** - Make a payment towards your Account via NEFT / IMPS / RTGS mentioning the full 15-digit Card number. The NEFT details are as follows:
  IFSC Code: SCBL0036020
  Name of Bank & Branch: Standard Chartered Bank, Narain Manzil, 23 Barakhamba Road, New Delhi - 110001 Account Type: Current
  Payee Account No.: 37XXXXXXXXXXXX (XX represents the last 13 digits of your Card number)

- **Direct Debit -** You may also enrol for direct debit each month from your Bank Account and credit the Card Account through the National Automated Clearing House System (NACH) introduced by the National Payments Corporation of India (NPCI)

- **Online -** Pay your Card bill online anywhere anytime in three simple steps. Just log on to americanexpress.co.in. Click on 'Pay your bill now'. Fill in your Card details and the bank account from which you would like to make the payment

- **RUPAY/UPI/UPI QR Code -** We also accept payments through following electronic modes:

(i) Debit Card powered by RuPay;
(ii) Unified Payments Interface (UPI) (BHIM -UPI); and
(iii) Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code).

- **By Cheque/Draft-** A crossed cheque/draft payable to AEBC Card No. 37XX XXXXXX XXXXX and mention your name and contact number at the back of the cheque by:

(A) Drop Box- For locations, please log on to 'americanexpress.co.in' to find the nearest dropbox.

(B) By Mail- Please send a crossed cheque/draft with payment advise to the following address:

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

Mode of clearing	Time Frame
Local clearing* Subject to local clearing house timings for presentation of outward clearing.	4/6 working days In case of Bank Holiday, the above-mentionedtime frame may be extended by another 2 days or more
Cheques presented in Metro and other locations where American Express Banking Corp. ('AMEX') Partner Bank is having their branches but drawee bank/branch not available/ participating in local clearing/CTS Grid clearing. Such cheques need to be sent directly to respective AMEX's Partner Bank locations for presentation under local clearing/CTS Grid Clearing	10 working days
Cheques payable at any other locations	12 working days
Cheques payable at all other Centers	16 working days

Time frame for credit of cheque:

• For local clearing, drop boxes are cleared on a daily basis and latest by 4 pm, the collected cheques are deposited at the processing center of Standard Chartered Bank. In case of couriered cheques, the timeline for clearing cheque will be post receiving the cheque at AMEX's above mentioned Gurgaon address.

• Above time frame is not applicable for any discrepant cheques e.g. account number not available, title differs etc. Credit limit would be refreshed upon realization of cheque effective November 1, 2021.
• Please note that RBI vide its directive DPSS(Che)/569 /01.02.003/2017-18 dated June 21st, 2018 has reduced the frequency of the clearing sessions of cheques that are non compliant with CTS-2010 standards. Additionally, post December 31st 2018, non CTS compliant cheques will be discontinued/not accepted. Therefore, if payments to your card accounts are made through non-CTS compliant cheques, your Credit Card account may be levied with appropriate penal charges and levies. We encourage you to make payments via CTS compliant cheques to ensure timely processing of your cheques.

• In the event a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying bank's branch, AMEX shall immediately upon learning of the loss, bring the same to the notice of the Card Member so that the Card Member can inform the drawer to record stop payment and also take care of the cheques. In line with the compensation policy of AMEX, upon receiving a written request from the Card Member, AMEX may compensate the Card Member through reversal of applicable late payment fee and finance charges for any delayed collection at its discretion.

Please note:

1. Payments to the Card account can only be made from a bank account in the primary Card Member's name only.
2. Payments made to an American Express Card issued in India held by a non-resident of India must be made through an NRE/NRO account in the primary Card Member's name only.
3. AMEX is not obligated to process, nor provide any guarantees/warranties for any payment made by a Card Member through a payment aggregator that does not appear on the AMEX website or mobile application

(v) Billing Disputes Resolution

Account must be informed to American Express by Calling into the 24-hour CustomerServices Helpline numbers (refer to c(vi)) or submitted to American Express in writing within 60 days of the statement date. American Express would take reasonable steps to assist the Card Member by providing information in relation to their queries on the Card Account. American Express may charge a reasonable administrative fee for statement reprints or Record of Charge forms. In case of Card Member billing disputes/transaction disputes including unauthorized transaction notified by the customer, American Express follows its dispute resolution policy whereby a temporary or permanent suspension credit, as per American Express's internal policy, is applied on the disputed transaction and the case is investigated for the dispute, which is closed within 30 days. On being notified by the customer, American Express shall credit of the amount involved in the fraudulent transaction to the customer's Card account within 10 working days from the date of such notification by the customer. As a result of the above mentioned credit suspension, the disputed transaction amount is not included in the overdue balance for the purposes of reporting to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016, till such time that dispute is settled. In case the dispute is not settled in favor of the customer, the disputed amount gets debited on the Card account, which is followed by sending a written communication to the Card Member and subsequent release of necessary information to the above mentioned regulatory authorities.

Fulfillment of Membership Reward points is dependent on the information submitted by the Merchant. For any concerns with regards to the reward points, Card Member should contact the customer care.

(vi) Contact particulars of 24-hour Call Centres

Should the Card Member require any assistance, Bank's 24 Hours c all center can be contacted at the numbers mentioned herein below:

American Express Centurion Card: 1800 208 1202 or 0124 670 2900

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

In the event that you are not satisfied with our services, you may register your grievance to:

First Level Escalation Manager - Executive Correspondence Unit American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8, Sector 25, DLF City Ph II Gurgaon - 122002 (Haryana), Telephone No. 0124-6702523 (Monday to Friday 8:30 am to 5:00 pm) Email: Manager-Customerservicesindia@aexp.com
Second Level Escalation Ms. Priyameet Kaur Head of Customer Service American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8, Sector 25, DLF City Phase -II, Gurgaon — 122002 (Haryana) Telephone No. 0124-6702527 (Monday to Friday 8:30 am to 5:00 pm) Email: Head-Customerservicesindia@aexp.com
Nodal Officer Name: Ms. Garima Chandel E-mail ID: AEBCNodalOfficer@aexp.com Telephone no: 0124-6702638 (Monday to Friday 8:30 am to 5:00 pm) Address: American Express Banking Corp. Cyber City, Tower “C”, DLF Bldg. No.8, Sector - 25, DLF City Phase - II, Gurgaon - 122002 (Haryana)
Principal Nodal Details Name: Mr. Ashish Pandey E-mail ID: pnoindia@aexp.com Telephone No.: 0124-6702638 (Available from Monday to Friday, 8:30 AM to 5:00 PM) American Express Banking Corp., Cyber City, Tower “C”, DLF Bldg. No. 8, Sector – 25, DLF City Phase – II, Gurgaon – 122002, Haryana.

If you are not satisfied with the response or if you have not received a response from us within a month, you may approach the RBI's Banking Ombudsman for redressal.
For more details on the RBI's Banking Ombudsman Scheme 2006 you may visit https://rbidocs.rbi.org.in/rdocs/content/pdfs/RBIOS2021_121121.pdf.

Integrated Banking Ombudsman Contact Details Link to log a complaint:
https://cms.rbi.org.in
E-mail ID: crpc@rbi.org.in
Address: Centralised receipt and Processing Centre (CRPC),
Reserve Bank of India, 4th Floor, Sector 17, Chandigarh 160017

Toll Free Number: 14448 (9:30 am to 5:15 pm)
Our endeavor is to ensure that all customer complaints are resolved within 30 days. The 30-day period will be reckoned after all the necessary information sought from the customer is received.

For more details, please visit
https://www.americanexpress.com/in/legal/customer-complaint-grievance-redressal-policy.html

(viii) Complete Postal Address of the Card Issuing Bank

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

(ix) Charges in Foreign Currency

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

(x) Customer Compensation Policy

As a Bank, we have a Customer Compensation Policy, the objective of which is, to establish a system whereby the Bank compensates the customer for any financial loss he/she might incur due to deficiency in service by the Bank or any act of omission or commission directly attributable to the Bank. The policy includes the following aspects:

1. Erroneous Debits arising out of fraudulent or other transactions
2. Payment of interest for delayed credit to account
3. Issue of unsolicited cards
4. Violation of Bank's Code by its agents
5. Other unauthorized actions of the bank leading to a financial loss to customer.

For the detailed policy, please refer the section "Our Codes & Policies" on the American Express website

https://www.americanexpress.com/in/legal/our-codes-and-policies.html

(d) DEFAULT AND CIRCUMSTANCES

(i) **DISCLOSURE** Being a Scheduled Commercial Bank, American Express Banking Corp., is legally obligated to (i) diclose/report/share/receive Credit Information/Financial Information pertaining to its Credit Information/Financial Information pertaining to Card Members to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit InformationCompanies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the Card Members that the Bank shall be reporting Credit Information/Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect Card Members' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/report/ share/ receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to/from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies,governmental agencies, law enforcement agencies /instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit - India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) download/upload/ update information and other information including Know Your Customer (KYC) documents /information to / from / with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, AEBC may disclose/report/share Card Member's Credit Information/Financial Information/ KYC Information, card data (including transaction data) and other information including "Personal information" and/or "Sensitive personal data or information" as provided by the Card Member in the application form or thereafter, or obtained by AEBC from any other source, to (a) its outsourcing partners (including its group /associate/ affiliate/ subsidiary entities/any other entities) with which AEBC has contractual arrangement/ tie-up arrangement for maintaining and servicing the Card Members, card operations, backend operations pertaining to its card business or for provision of technology service(s) or for providing various offers, benefits, features and other services/products to its Card Members; (b) its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (c) marketing agencies and/or for marketing purposes provided Card Members have explicitly authorised/permitted AEBC in this regard; and (d) industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the card business or industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, AEBC will provide advance notice to the Card Members as required under the extant guidelines /regulations), AEBC shall disclose/report/share/receive Credit Information/Financial Information/KYC Information/ card data (including transaction data) and other information including "Personal Information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the Card Members and in all other instances of disclosure/sharing, AEBC shall seek approval from Card Members. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology(Reasonable Security Practices and Procedures and Sensitive Personal Data

orInformation) Rules 2011 (the “Indian Privacy Rules”). Our Data Privacy Principles explains the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively “process”) Personal Information in India in accordance with its Data Protection & Privacy Principles.

Card Member voluntarily submits at their own discretion the physical / e-copy of the document (including proof of possession of Aadhaar number), which contains the details of their identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AEBC for the purpose of verifying their identity/address and any other information provided by Card Member inaccordance with the extant guidelines. Card Member voluntarily gives explicit consent to AEBC for collection, processing, storage, verification and authentication of the documents and/or information provided by them as per extant regulations under any Act or law from time to time in force, towards issuance of a credit Card/for periodic KYC updation / to process their instructions etc. for the said purpose in their individual capacity or as anauthorized signatory or as a beneficial owner, as the case may be. The aforementioned shall be read and understood in conjunction with the American Express” India Online Privacy Statement and the Card Member declares that all the information voluntarily furnished is true, correct and complete.

For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to: -
https://www.americanexpress.com/en-in/company/legal/privacy-center/online-privacy-statement

In case of any update in the documents submitted by the Card Member at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; Card Member shall submit to American Express the update of such documents within 30 days of the update of the documents.

(II) Procedure (Including Notice Period) For Reporting A Cardholder As Defaulter

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

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

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

(iii) Procedure for withdrawal of default updating credit information report and the period within which the default report would be withdrawn after settlement of dues

In the event the customer settles his/her dues after having been reported as defaulter, the Card issuer shall update the status within 30 days from the date of settlement.

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

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

a. **Letters:** Letter might be sent at the mailing address provided by the Card Member to inform him/her on his/her overdue amount, payment due dates and the subsequent delinquency fee levied as well as the consequences of non- payment.

b. **Telephone:** Card Member might be contacted at mobile/office/residence telephone numbers to check the status of his/her payments and to inform him/her of his overdue amounts.

c. **Field visitation:** Visit by an Authorised Recovery Personnel appointed by the Bank would be done at the contact address of the Card Member. The Recovery Personnel would advise the Card Member for regularizing his/her overdue Account and would also address any issues / concerns that the Card Member may have on his Card Account.

d. **Legal Recourse:** Legal recourse might be resorted in exceptional situations, in the event of advance stages of Card Member's default.

It is the Card Member's responsibility to update any change in his/her contact details with the Bank. If the Card Member contacts the Bank from any alternate number(s) regarding any inquiry/ information/details pertaining to his/her Card account(s), the Bank reserves the right to store his/her alternate contact number. In case of default, if the Bank is unable to contact the Card Member at the primary contact details provided earlier, the Bank will access the alternate contact number(s) stored, if any, in the Bank's rep ository and use it to contact the Card Member.

(**v) Recovery of Dues In Case of Death/Permanent in Capacitance of Cardholder**
American Express offers a waiver of outstandings up to ₹2,00,000 on the Centurion Card in case of death of the Basic Card Member. If the outstanding amount is more than ₹2,00,000, letter and telephone follow-up will be done with the next of the deceased, informing them about the deceased Centurion Card Member's outstanding amount and advising them to regularise the Account.

(vi) Available Insurance cover for the Cardholder and Date of Activation of Policy
Insurance benefits are provided by ICICI Lombard General Insurance Co. Ltd. and is subject to the Terms & Conditions of cover. The Card Member's nominee(s) is/are requested to settle insurance claims with ICICI Lombard General Insurance Co. Ltd. directly. Basic Card Member needs to fill-up the nomination form to appoint nominee(s) for this insurance cover and submit to ICICI Lombard General Insurance Co. Ltd.directly. It is the responsibility of the

Card Member to file with the insurance company the duly filled nomination form as applicable. The nomination form is provided along with the Card welcome pack. Please call us in case you require a copy of the insurance form.

The Centurion Card Members can register for Overseas Medical Insurance by contacting ICICI LOMBARD GIC LTD. by sending SMS OMI to 575758 or e-mail at delhitravel@icicilombard.com.

Cover	Detail of Cover	Primary Card sum Insured (₹)	Supplementar-y Sum Insured (₹)
Air Accident (Ticketed on the Centurion Card)	Covers death due to air accident, in case air ticket is bought on the Centurion Card	100,00 0, 000	10,0 00,0 00
Loss of Checked in Baggage- International/ Domestic	In the event of total and complete loss of baggage, market value of the baggage contents will be reimbursed up to the limit of the sum insured (covers cruises also)	1,00,000	1,00,000
Loss of Passport/ Docs	Reimbursement of Charges and fees incurred in replacement of documents up to the limit of sum insured	1,00,000	1,00,000
Loss of Accompanied Baggage- Domestic	In the event of total and complete loss of baggage, market value of the baggage contents will be reimbursed	1,00,000	1,00,000
Missed Flight	Missed connecting flight (Including Car Rentals)	50,000	50,000
Delayed Checked in Baggage - International*	In case of delay of baggage by more than 12 hours emergency purchases of basic essentials, up to a maximum of the sum insured will be reimbursed	1,00,000	1,00,000
Overseas Medical Insurance	–	US $2,50,000	–

•Any flight of an International or National Airline for an international inbound flight to Republic of India is not covered.

Date of activation of policy

This policy, by default, gets activated on the day your Card application is approved by AEBC. The Basic Card Member's nominee(s) becomes automatically eligible for the insurance benefits, subject to timely payment of the annual Fee by the basic Card Member and subject to the Terms & Conditions of cover. The benefit remains available as long as Centurion Card Account remains live and in good standing. Insurance benefits are provided by ICICI Lombard General Insurance Co. Ltd. and the Card Member's nominee(s) is/are requested to settle insurance claims with ICICI Lombard General Insurance Co. Ltd. directly.

(a) TERMINATION / REVOCATION OF Card MemberSHIP

(i) If your Card is not activated within 37 days of Card approval, it will be cancelled

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

Any Card Member, at his discretion, can surrender or terminate Card Membership at any time. All outstanding amounts will immediately become due. The Card Member may call at Bank' s 24 hour helpline (Card Service) phone number (refer to c (vi)) or make a written request to American Express (refer to c (vii)). The termination of Card will only be effective when American Express receives all such Cards (issued for use on the Account) cut into half and the payment of all amounts outstanding in respect of the Account. Card Member can cancel the use of a charge Card by Supplementary charge Card Member by notifying American Express in writing but he/she will remain liable for all Charges incurred by the Supplementary charge Card Member up to the date of receipt of notice by American Express

American Express can terminate the Card Member Agreement and cancel your Card at any time on immediate notice or at any time to restrict the use of the charge Card without giving reason or cause. Where American Express terminates the Card Member Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Cards. If the Card is cancelled, please use the return envelope to send back the Card. The Card Member agrees not to use the Card after it has been cancelled. Al your outstanding amounts will immediately become due. Once a Card is cancelled or blocked (including but not limited to cases where the Card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transactions including but not limited to recurring transactions/standing instructions on the Card will be declined. If the Card is cancelled or blocked, please use the return envelope to send back the Card.

Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such Card.

(iii) American Express may offer a re-instatement to the Card Member under the following conditions.

In case Card Member had attritted voluntarily and comes back requesting for the membership within 1 year of cancellation.

If American Express has cancelled the Card Account (due to default reasons), then an evaluation based on company's policies and procedures will be undertaken at customer's request.

Once a card is cancelled or blocked (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/ standing instruction on the card will be declined. If the card is cancelled or blocked, kindly cut the card in your possession into two halves and return them to American Express at the following address: American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Phase II, Gurgaon-122002. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

(b) LOSS / THEFT / MISUSE OF CARD

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

The Card Member must notify American Express immediately if the Credit Card is lost, stolen, mutilated, not received when due or if he suspects that the Credit Card is being used without his permission. In the case of any fraudulent transaction due to misuse of the Card, the Card Member must immediately file a First Information Report (FIR) with the police station nearest to the place of occurrence and file a detailed report with American Express enclosing a copy of the FIR. If the lost Credit Card is subsequently received, it must not be used. The Replacement Credit Card and subsequent renewals of it must be used instead. The retrieval of the original Credit Card must immediately be reported to American Express and kindly cut the Card in your possession into two halves and dispose of it judiciously.

(ii) Liability of Card Member in case of (i) above

Provided that the Card Member has acted in good faith, his liability to American Express arising out of any unauthorised use of the charge Card shall be nil if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to ₹1,000.

A Card Member's entitlement to zero liability shall arise where the unauthorized transaction occurs in the event of contributory fraud/ negligence/ deficiency on the part of American Express (irrespective of whether or not the transaction is reported by the Card Member).

(iii) Card Members will not be held responsible for any unauthorised Charges made online, or in the physical world, with their Card so long as they comply with the Card conditions and notify us immediately* when they discover any fraudulent transactions.
*Immediately means as soon as the Card Member is aware, but not later than on or before the due date of the statement in which the fraudulent transaction appears. In addition to the above, please refer to the Welcome Pack sent to you for detailed Terms and Conditions of American Express Cards.

(iv) Card Members can call the 24 hour Helpline phone numbers [refer to c(vi)] to inform about this loss or theft. Card Member can also block the Card by logging in to MYCA or Mobile App using the "Replace a Card" option. To directly access My Card Account/ website link, please login here https://aexp-marketing.slack.com/archives/D0BNXPCKMUK/p1793273824121039

(v) The security features adopted and implemented by American Express are of international standards robust enough to protect and safeguard Card Member data from unauthorised

access, and are currently a substitute to PCI DSS Certification mandated by RBI. American Express shall however bear the fraud losses for any suffered by the Card Members arising out of American Express not obtaining the PCI DSS Certification.

(vi) For enhanced customer protection, American Express does not allow transactions on fall back/magstripe mode in India.

(vii) The security features adopted and implemented by American Express with respect to its Mobile Application are of international standards which are robust enough to protect and safeguard Card Members from frauds/unauthorized access. American Express shall however bear fraud losses suffered by the Card Members arising out of any established lapses in the security features around mobile application, provided that Card Member has acted in good faith.

(c) Outsourcing of Financial Services

The Bank may outsource/assign activities (including the sales, marketing, servicing, backend operations, technology services, etc.) pertaining to its products and operations to any service provider, whether located in India or overseas and whether to any of the Banks' affiliates or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). The Bank reserves the right to provide details of Card Member's Account, Credit Information/Financial Information/ KYC Information, card data (including transaction data) and other information including "Personal information" and/or "Sensitive personal data or information" to such service providers for the purpose of availing outsourced services of any nature by the Bank, in accordance with its data privacy policy.

(d) SAFE CUSTODY OF CARD AND PERSONAL IDENTIFICATION NUMBER (PIN)

Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer servicerepresentatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Card Member shall at all times take all the appropriate measures to keep the Card safe and secure including those as mentioned herein, to maintain safe custody of the Card and the security of the PIN. If the Card Member fails to observe the security requirements, he/she may incur liability. Card Member will not hold American Express liable in case of any improper/fraudulent/unauthorized use of the Card and/or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/fraudulent/ unauthorized use/ misuse of the Card by any third party due to access of the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Card Member. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time.

(e) Contactless Payment

Cards issued by AEBC are equipped to enable Contactless payments. Payment through the Contactless mode is allowed for a maximum of ₹5,000* for a single transaction without entering a PIN. Any transaction for an amount more than ₹5,000* should be authenticated

using a PIN, either by Tap + PIN or Chip + PIN. However, it is not a mandated requirement to use the contactless mode for payments.

If preferred, customers have the option to make all Card present payments as contact transactions using Chip + PIN, irrespective of the transaction value.

Please refer to americanexpress.co.in/contactless for further details.

I understand that the American Express Card issued to me will be enabled forContactless Payment, and understand the technology, its use and the risks associated with making payments through Contactless mode.

*Please be advised that few of our merchant terminals are still undergoing the upgrade process, to support Contactless Transactions up to ₹5,000, without PIN authentication. We regret inconvenience, caused, if any, during this transition period.

(i) Transaction Alerts

Card Members understand that the transaction alert SMS sent to them might have a truncated name (first 12 characters only) of the Merchant establishment. They may refer to the corresponding email (if registered) / statement of account for the complete merchant name.

(j) Process for closure of Inactive Cards

In case of non-use i.e. no activity / transaction on the Card during the preceding one year, AEBC will close the concerned Card(s) and linked Supplementary Card(s). The Card Member will be sent an intimation and may provide his/her consent to AEBC to continue his/her Card Membership. If the Card Member does not provide such consent within 30 calendar days of first intimation, via the channel of communication that AEBC may choose, then AEBC will close such Cards. AEBC will notify such Card Members in writing after the Card has been closed.

(k) SMA and NPA Classification and Upgradation

As per the Prudential Framework for Resolution of Stressed Assets and Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances issued by RBI and amendments thereto from time to time, banks are required to classify the borrowers as special mention accounts (SMA) and Non-performing Assets (NPA) if the overdue is not paid on the due date fixed by the bank as per the categories mentioned in the below table

Categories	**Basis for classification - Principal or interest payment or any other amount wholly or partly overdue**
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

The borrower accounts are flagged as overdue as part of day-end processes for the due date. Similarly, classification of borrower accounts as SMA as well as NPA is done as part of day-end process for the relevant date and the SMA or NPA classification date is the calendar date for which the day end process is run.

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.
Further, the borrower account classified as NPAs are upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

In case of Card Member billing disputes/transaction disputes, American Express follows its dispute resolution policy/procedures whereby a temporary suspension is applied on the disputed transaction and case is investigated for the dispute and the dispute is closed. As a result of temporary suspension, the disputed transaction amount is not included in the overdue balance for the purposes of reporting to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit InformationCompanies (Regulation) Act, 2005, Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016, debt collection agencies and classification of borrower accounts as SMA as well as NPA, till such time that dispute is settled.

In case of restructuring:

1. The accounts classified as standard are immediately downgraded as non-performing assets (NPAs) and NPAs would continue to have the same asset classification as prior to restructuring; unless otherwise specified by RBI.

2. Conditions for Upgrade

    1. For MSME accounts where aggregate exposure of the lenders is less than ₹25 crores: An account may be considered for upgradation to 'standard' only if it demonstrates satisfactory performance during the specified period.

    2. For all other accounts that are not MSME: An account will be upgraded only when all the outstanding loan/facilities in the account demonstrate 'satisfactory performance' during the period from the date of implementation of Resolution Plan (RP) up to the date by which at least 10 per cent of the sum of outstanding principal debt as per the RP and interest capitalization sanctioned as part of the restructuring, if any, is repaid.

    3. Other regulatory guidelines with regard to upgrade of an account may also apply on certain accounts as per applicable laws. These instructions on SMA / NPA classification of borrower accounts are applicable to all loans, including retail loans, irrespective of size of exposure of the lending institution.

    For more details, please refer to guidelines published on RBI website: www.rbi.org.in.

    For FAQ's on IRACP norms, please visit,

    https://www.americanexpress.com/content/dam/amex/in/legal/IRAC_faq_MITC.pdf

Card Member AGREEMENT

Before you sign or use the Centurion Card, read this Agreement thoroughly, because by signing, using and accepting the Card, you will be agreeing to the Terms and Conditions contained in this Agreement. Your use of the Card will be governed by this Agreement.

Definition

As you read this Agreement, remember the words “you” or “your” mean the person whose name appears on the Card Application. The words “we”, “our” and “us” refer to American Express Banking Corp. (“AEBC”).
When we use the term “Card” we are referring to any Card issued by AEBC to you and all other Cards issued on your Card Account including the Basic Card and any Additional Cards which carry the name of American Express or the trade mark or logo orservice mark of American Express on the face of the Card. If you are the individual who asked us to issue one or more Cards, you will be called the “Basic Card Member” and you will have an Account with us which we call your “Card Account”.
The Card we issue to you will be called the “Basic Card”. Your request for the “Basic Card” would be deemed to be inclusive of the “Additional Card” for helping you to segregate your personal and business expenses. If you receive the Card at the request of a Basic Card Member to use in connection with the Basic Card Member’s Account, you will be called a “Supplementary Card Member” and the Card issued to you will be called a “Supplementary Card”.

The term “Additional Card” will, however, include and mean both the Cards issued to the Supplementary Card Member and the Card issued to the Basic Card Member.

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

Red Flagged Account” is one where suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning indicators, alerting/triggering deeper investigation from a potential fraud angle and initiating preventive measures by the banks.

2. Acceptance of This Agreement

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

3. Safe Custody of Card and Personal Identification Number (Pin)

Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer service representatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Card Member shall at all times take all the appropriate measures to keep the Card safe and secure including those as mentioned herein, to maintain safe custody of the Card and the security of the PIN. If the Card Member fails to observe the security requirements, he/she may incur liability.

Card Member will not hold American Express liable in case of any improper/ fraudulent/ unauthorized use of the Card and/or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/ fraudulent/unauthorized use/ misuse of the Card by any third party due to access of the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Card Member. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time.

4. Liability for Charges - Immediate Payment

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs), select partner Banks and from other locations as may be offered by us from time to time. We may issue PIN to Card Members at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Card, please contact us (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

5. Cash Advance/Express Cash

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs), select partner Banks and from other locations as may be offered by us from time to time. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you may apply for enrollment in the Express Cash facility. To do so, you must complete and submit an enrollment form. Centurion members may contact their Relationship Managers to obtain the form for Express Cash Facility.

We may issue PIN to Card Members at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you will need to call the number mentioned on the back of your Card to obtain your ATM PIN. We may decline your application at our discretion.

You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

6. Centurion Privileges

We may offer you various Centurion privileges from time to time. The usage of these privileges by you is purely "voluntary" and has been offered by us on a "best effort basis". We make no guarantee, assurance, or representation and assume no liability with regard to the merchantability, fitness of the various devices or equipment used for various activities organized/conducted by third parties. We assume no responsibility for the competence or expertise of the said third parties. Please note that any participation in the said activities is subject to your fitness and with full knowledge of the various risks such as injury/disability/ disease/death inherent or arising out of such activities.

The redemptions are subject to applicable third party Terms and Conditions and/ or fulfilment of travel documentation. We will neither be responsible nor guarantee the quality of the goods/ services and are not liable for any defect or deficiency of goods or services so obtained/ availed so redeemed by you and shall also not be liable for any loss/damage/claim that may arise out of use or nonuse of any goods or services so availed by you. We reserve our absolute right to withdraw and/or alter the Terms and Conditions of the various privileges at any time without prior notice.

7. Payments

Centurion Card Members have to remit the payment, in Indian Rupees by the Due Date. Payment to the Card Account can be remitted by National Electronic Funds Transfer (NEFT), draft or cheque. You may also enroll for direct debit each month from your Bank Account and credit the Card Account through the National Automated Clearing House System (NACH) introduced by the National Payments Corporation of India (NPCI). If you select NACH, we will advise you of the Terms and Conditions governing its operation.
We may accept partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

The payment should not exceed the Total Amount Due. If there is a credit balance on the Card account, please promptly request a refund of the same by contacting us at the number on the back of your Card, or via the Chat option on the Mobile App to transfer the amount to your bank account. Please keep your NEFT details handy when placing this request.

8. Dishonoured Cheques and Dishonoured NACH Instructions

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

9. Use of Cards

The Card issued to you can be used in India and overseas. You agree and undertake that the American Express Card issued to you, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations issued and as amended by the Reserve Bank of India (RBI) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. Further you also agree and understand that if you are required to get your passport endorsed for any such Charges incurred by you as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Regulation Act,1973/ Foreign Exchange Management Act,1999 as amended, and be debarred from the American Express Card facility either at our instance or by the RBI.

The Globally Valid Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees.

Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your noncompliance with any such regulations.

The Card is issued to the person requesting issuance of the same. No other person is per mitted to use the Card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all Charges made with the Card issued to you. You agree to notify us in writing, at once, if the Card is lost or stolen or if you suspect it is being used without your permission. You shall also file an FIR with the nearest Police Station from where the loss occurred. Provided that the Card Member has acted in good faith, his liability to American Express arising out of any unauthorised use of the charge Card shall be nil if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to ₹1000.

You agree that you will not resell or return for a cash refund any merchandise, tickets or services obtained with the Card. You may return a purchase to an Establishment honouring the Card forced it only if the Establishment permits and approves such return.

We reserve the right to deny authorisation for any requested Charge. American Express reserves the right to decline all or any jewellery transactions. You agree to ensure that any Additional Cards issued on your Card Account are used in the manner consistent with this clause.

To prevent any misuse of your Card, American Express may decline a suspicious transaction made using your digital wallets.

10. Billing Errors or Inquiries/Problems with Goods and Services

In the event of any queries on the monthly statement of the Card Account submitted to us in writing or call the number mentioned on the back of your Card within 60 days of the statement date, we will take reasonable steps to assist you by providing information in relation to Charges charged to the Card Account. We may Charge a reasonable administrative fee for statement reprints or Record of Charges forms. If you do not notify us of an error or omission on the statement within 60 days of the statement date, the statement will be conclusively settled to

be correct except for any amount, which has been improperly credited to the Account. For contact details please refer to the last page of this Agreement. In case of Card Member billing disputes/transaction disputes including unauthorized transaction notified by the customer, American Express follows its dispute resolution policy whereby a temporary or permanent suspension credit, as per American Express's internal policy, is applied on the disputed transaction and the case is investigated for the dispute, which is closed within 30 days. On being notified by the customer, American Express shall credit of the amount involved in the fraudulent transaction to the customer's Card account within 10 working days from the date of such notification by the customer.
If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on the credit slip to the Card Account. We are, however, not responsible or liable for any defects or complaints in respect of the goods or services which you may have Charged to the Card. Any dispute should be directly settled with the Establishment. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by the Card Member may be the subject of set off or counterclaim against us. We accept no responsibility for the failure of any Establishment to accept the Card or for any loss or damage arising from the manner of its acceptance of the Card. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the Card Member and any dispute arising there from should be directly settled with it.

11. Monthly Statement

Your statement will be generated once in a month for each billing period during which there is an activity or a balance outstanding on your Account. The statement will identify purchases, cash Advances, Balance Transfer transactions, fees and all other Charges, payments industry sources on the business day prior to the processing date, Increased by a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Account in the past month.

12. Charges in Foreign Currencies

If you make a Charge, cash/cheque withdrawal in a currency other than U.S. Dollars, that Charge, cash/cheque withdrawal will be converted into U.S. Dollars. The conversion will take place on the date the Charge, cash/cheque withdrawal is processed by American Express, which may not be the same date on which you made your cash/ cheque withdrawal as it depends on when the cash/cheque withdrawal was submitted to American Express.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use a conversion rate based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

13. Insurance

Subject to local laws and regulations, if you use the Card to buy insurance or insurance, you give us permission to pay premiums for you when due. You agree to repay us according

to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Card Account or the Card is cancelled,

we will stop paying premiums for you. You agree that we will not be liable in any manner whatsoever for any claim arising out of or in connection with the insurance policy and you shall address and sort out all such matters directly with the insurance company.

14. Renewal and Replacement Cards

The Card will be valid until the expiration date printed on the face of the Card. You are requesting us to issue you a renewal or replacement Card before the current Card expires. If you are the Basic Card Member, you are also requesting us to issue any Additional Card Members renewal or replacement Additional Cards before the current Additional Cards expire.

We will bill the renewal fees for the Card Account annually. We will continue to issue renewal or replacement Cards and Additional Cards until you tell us to stop.

15. Card Member Information and Consent

You authorise us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy yourself about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, Credit Information Companies (CICs) as authorised by Reserve Bank of India or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other. We may provide information relating to credit history/repayment record to a credit information Company, specifically authorised by the RBI in terms of the Credit Information Companies (Regulation) Act, 2005

Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its Card Members to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the Card Members that the Bank shall be reporting Credit Information/ Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect Card Members' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks/Financial Institutions; (ii) disclose/report/share/receive Credit Information/Financial Informationand other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to / from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies / instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit - India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established

under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) download / upload / update information including Know Your Customer (KYC) documents / information to / from / with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, AEBC may disclose/report/share Card Member's Credit Information/Financial Information/ KYC Information, card data (including transaction data) and other information including "Personal information" and/or "Sensitive personal data or information" as provided by the Card Member in the application form or thereafter, or obtained by AEBC from any other source, to (a) its outsourcing partners (including its group /associate/ affiliate/ subsidiary entities/any other entities) with which AEBC has contractual arrangement/ tie-up arrangement for maintaining and servicing the Card Members, card operations, backend operations pertaining to its card business or for provision of technology service(s) or for providing various offers, benefits, features and other services/products to its Card Members; (b) its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (c) marketing agencies and/or for marketing purposes provided Card Members have explicitly authorised/permitted AEBC in this regard; and (d) industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the card business or industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, AEBC will provide advance notice to the Card Members as required under the extant guidelines /regulations), AEBC shall disclose/report/ share/ receive Credit Information/Financial Information/KYC Information/ card data (including transaction data) and other information including "Personal Information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the Card Members and in all other instances of disclosure/sharing, AEBC shall seek approval from Card Members. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.

For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to:

https://www.americanexpress.com/in/legal-disclosures/privacy-statement.html

In case of any update in the documents submitted by the Card Member at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; Card Member shall submit to American Express the update of such documents within 30 days of the update of the documents.

16. TERMINATION

1. BY YOU:

Card Member can terminate their Credit Card at any time by a request to terminate through available channels, subject to payment of all amounts outstanding by the Card Member in respect of the Account. Customer is at liberty to surrender the Card as per his discretion. Card Member can cancel the use of a Credit Card by Supplementary Credit Card Member by notifying American Express through available channels, but he will remain liable for all Charges incurred by the Supplementary Credit Card Member up to and prior to the date of receipt of notice of cancellation by American Express.

By American Express:

American Express can terminate the Card Member Agreement and cancel your Credit Card at any time on immediate notice or at any time to restrict the use of the Credit Card without giving reason or cause. Where American Express terminates the Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, please use the return envelope to send back the Card. The Card Member agrees not to use the Credit Card after it has been cancelled. Once a Card is cancelled or blocked (including but not limited to cases where the Card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the Card will be declined. If the Card is blocked, please use the return envelope to send back the Card.

Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such Card.

17. The Card Remains Our Property

The Card remains our property and we can revoke/suspend your right, privileges and facilities and that of any Additional Card Member to use it at any time. We can do this with or without giving you advance notice if we reasonably believe it necessary for business or security reasons and/or at the request of any law enforcement agency, and/or any government authority and/or under the laws & regulations which apply to American Express & its Card Member. If we do revoke/suspend the right, privileges and facilities of your Card, you cannot use the Card until such time, as arrangements satisfactory to us have been made, which may include payments of outstanding dues. However, any such suspension/ revocation, shall not impact our rights as per agreed Terms and Conditions or available at law.

An Annual Membership Fee (“Membership Fee”) is levied every year and is detailed in the Most Important Terms and Conditions (MITC).

Once your Card application is processed in our system, you are liable to pay the full Membership Fee.

In case the Card Account is revoked/cancelled by the bank due to internal assessments or by the Card Member due to any reasons, then there will be no refund of the Joining Fee.

Membership Fee shall be neither refundable nor transferable for any other products or facilities that may be available from American Express to you.

Annual Fee Waiver: No request for waiver of part or full of the Membership Fee would be entertained and any such Membership Fee waivers shall be at the sole discretion of American Express.

Membership Reward points: No request for reinstatement of part or full of the forfeited Membership reward points would be entertained and any such reinstatements shall be at the sole discretion of American Express.

We may list revoked/suspended Cards in our “Cancellation Bulletin”, or otherwise inform Establishments that the Card issued to you and, if you are the Basic Card Member, any Additional Cards have been revoked or cancelled.

The revocation, repossession or request for the return of the Card is not, and shall not constitute any reflection on your character or creditworthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card.

If we revoke the Card or it expires or is suspended, you must return it to us. Also, if an Establishment asks you to surrender an expired or revoked/suspended Card, you must do so. You must not use the Card after it has expired or after it has been revoked/suspended, unless specifically confirmed by us in writing. You shall continue to be liable for all Charges incurred by you after revocation/ suspension or expiry of your Card, till the date your Card is returned to us.

Once a Card is cancelled or blocked (including but not limited to cases where the Card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transactions including but not limited to recurring transactions/standing instructions on the Card will be declined. If the Card is cancelled or blocked, please use the return envelope to send back the Card.

18. Authorisation

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

19. Debt Assignment

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

20. Right to Set Off

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

21. Indemnity

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

These Terms and Conditions are governed by laws in India.

Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

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

This Clause shall survive termination of the Cardholder Agreement.

22. Card Account Classified as Red-flagged and Reporting of Fraud

Red Flagged Account as defined by RBI in Master Directions on Fraud Risk Management in Commercial Banks (including Regional Rural Banks) and All India Financial Institutions is one where suspicion of fraudulent activity is thrown up by the presence of one or more EWS indicators, alerting / triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks. AEBC shall reserve a right to investigate and audit of accounts classified as “Red Flagged” consequent upon triggering of early warning signs. AEBC may conduct an audit, of such Red Flagged Account and issue a notice with an opportunity to show cause within 21 days to you. You hereby agree to provide full cooperation for such audit. If, based on the material available on their record and internal investigation / assessment or the audit report submitted remains inconclusive or is delayed due to non-cooperation by you, AEBC shall conclude on status of the account, as a fraud and report the same to RBI. An account meeting the CRILC reporting threshold, as mandated by RBI from time to time, once Red Flagged, shall be reported by AEBC to the Reserve Bank within seven days of being Red Flagged.

23. Limitation of Liability

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

24. Use of External Agencies

We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents.

25. Miscellaneous

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

26. Compliance with Regulations

You agree to comply and if you are the Basic Card Member, to procure the compliance of all Additional Card Members, with all exchange control regulations and other applicable laws from time to time in force which may be affected by use of any Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of non-compliance with any such regulations.

27. Changing this Agreement

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

28. Communication with you

We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change.

All notices (which may include notice of changes to this Agreement), disclosures and other communications (together, “communications“) may also at our sole discretion be communicated to you by mail or electronically to the street and/ or e-mail address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the e-mail address you have most recently provided for your Card.

29. Law that Applies

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

30. Contact Details

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

DLF City Phase II, Gurgaon-122002
(ii) For any verbal communication, Bank's 24 Hours call centre can be contacted at the numbers mentioned herein below:

Centurion Member Services Helpline International:

0124 670 2900 India: 1800 208 1202 (Toll-Free).

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

31. Manner of Use You Must:

(a) Sign the Charge Card issued to you in ink as soon as you receive it and before you use it.

(b) Keep the Charge Card number and any PIN secret and both separate from each other.

(c) Only use the Charge Card within the validity dates shown on its face.

(d) Do not give the Credit Card / Charge Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Charge Card as a result.

(e) Do not use the Charge Card to purchase anything to resell for commercial or business purpose.

(f) Do not return any goods, tickets or services obtained with the Charge Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so.

(g) Do not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Charge Card.

(h) You should not overpay on your Charge Card.

(i) Do not use the Charge Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the required repayment in full on receipt of your monthly statement.

(j) Pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available.

(k) Not use American Express Card for any transactions prohibited by any law or regulation in force from time to time, such prohibitions include and are not limited to transactions related to lottery, cryptocurrency, sweepstakes, banned or proscribed magazines, payment for call-back services, etc.

(l) Not use your Card to obtain cash from a merchant for a transaction recorded as a spend. Also, do not use your Card for amounts that do not represent bona fide purchases of goods or services, for example, spends at merchants owned by you, your family members, employees, or any other person where the transaction is made simply for cash flow purposes. Any such transactions may invite further action. Your Card may be suspended or cancelled if any unusual or suspicious activity is detected.

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