AMERICAN EXPRESS® CHARGE CARD - 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 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 Cards 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 Terms and Conditions and any other agreement signed and/or accepted by the Card Member for the full and comprehensive knowledge and information about the Card products and all the associated charges/ fees, services, benefits and privileges as applicable available on such Card products. Please refer to the American Express website americanexpress.co.in/mitc for most updated Terms and Conditions.

(a) FEES AND CHARGES

(i) Joining fees for Primary Cardholder and for add-on/ supplementary on Cardholder Such fees and charges may be levied to new Card Members in the future.

(ii) Annual Membership Fee for primary Cardholder and add-on Cardholder(s) Annual Membership Fee is payable for use of the Basic Card and each Supplementary Card issued at the request of the Basic Card Member. Annual Fee is levied every year at the start of membership year. Annual Fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion.

Product	Standard Annual Fee	Standard Add-on Card Fee (Where Applicable)*

American Express® Platinum Card	First Year Fee: ₹66,000 Second Year onwards ₹66,000	₹10,000
American Express® Gold Card	First Year Fee: ₹1000 Second Year onwards: ₹4500	₹1,500

*Up to 4 Supplementary Cards for the American Express® Platinum Card, 2 Supplementary Cards for the American Express® Gold Card, post which the standard Supplementary Card fee will be applicable.

GST or any other taxes as applicable: Any Charges mentioned anywhere in this MITC are exclusive of the GST or any other taxes as applicable which is billed along with the fee that appears on the billing statement and is levied as per the applicable GST or any other taxes as applicable.

(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 their 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
Cheque / NACH Return Fee	₹250 per Returned Instrument
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 ₹10+ 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 - 3.50%

GST or any other taxes as applicable and any other applicable cess will be levied as per the prevailing rate on fee, interest and other service charges as applicable.

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 1st Oct'21.

Card Members are expected to make the payment to the International Merchants directly whenever due to avoid disruption of services. Token amount of Rs 1 or Rs. 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.

^Points will be forfeited for the particular billing cycle / monthly statement in which the payment is not received in full by the due date.

(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 no 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 13th January, 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

On Charge Cards, 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.

(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

Delinquency Fee (on overdue account balance)

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 5% on the unpaid balance (with a minimum monthly Delinquency Fee being ₹300), in the next monthly billing statement until the payment is received in full.

Calculation Methodology will be as follows:

Delinquency fee amount = 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: 5%* of ₹20,000 = ₹1,000. Thus, the Card Member would be charged ₹1,000 + 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 ₹20,000, Payment made ₹10,000 by due date, Delinquency fee = 5% *(₹20,000- ₹10,000) = 5%* ₹10,000 = ₹500 + applicable tax.

(b) DRAWAL LIMITS

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

There is no preset spending limit on the Charge Card. "No PreSet Limit" does not mean spending is unlimited. American Express approves charges (spends done at Merchant 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 (refer to c (vi) to understand the amount they may spend on the Card.

(ii) Cash Withdrawal Limit

The Card Member will be able to use the Card to access cash from select ATM (Automated Teller Machine) worldwide. The cash withdrawal limits are as below:

Product	Cash Withdrawal Limit
American Express Platinum Card	Cash withdrawal Overseas - ₹75,000 or its equivalent every 30 days
American Express Gold Card	Cash withdrawal Overseas - ₹13,000 or its equivalent every 30 days

(iii) 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) BILLING

(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 their 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 email 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 the 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 (ix).

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 Member has 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 enroll for direct debit every 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, any time in three simple steps. Just logon 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- mentioned time 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 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 not 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.
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

Any clarifications or queries on the monthly statement of the Card Account must be informed to American Express by Calling into the 24-hour Customer Services 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 abovementioned creditsuspension, 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 Centers

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

PRODUCT	**24 hours Call Centre Numbers**
American Express Platinum Card	18001801255, 0124 670 2600,18004191255 0124-673 6950
American Express Gold Card	0124 673 6600, 18004191120

(vi) 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	Second 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 8:30am to 5:00 pm) Email: Manager-CustomerServicesindia@aexp.com	Ms. Priyameet Kaur Head of Customer Service American Express Banking Corp. Cyber City, Tower C, DLF Bldg No.8, Sector25, DLF City Ph II Gurgaon — 122002 (Haryana) Telephone No. 0124-6702527 (Monday to Friday 8:30am to 5:00 pm) E mail: Head-CustomerServicesindia@aexp.com

Nodal Officer

Name: Ms. Garima Chandel

E-mail ID: AEBCNodalOfficer@aexp.com
Telephone no: 0124-6702638
(Monday to Friday 8:30am 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 redressal of the complaint provided by Bank or if you have not received a response from Bank within one month i.e. 30 days of logging a complaint with us, you may approach the Office of Banking Ombudsman for Grievance Redressal. The complaint can be made to the Office of Banking Ombudsman with the complete transaction and other requisite details. (The 30 day period will be reckoned after all the necessary information sought from the customer is received) https://rbidocs.rbi.org.in/rdocs/content/pdfs/RBIOS2021_121121.pdf for salient features / details on the Integrated Banking Ombudsman Scheme.
Integrated Banking Ombudsman Contact Details

Link to log a complaint : https://cms.rbi.org.in
E-mail ID : mailto:crpc@rbi.org.in
Address: Centralised receipt and Processing Center (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

(vii) Complete Postal Address of the Card Issuing Bank

American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8,
Sector25, DLF City Phase II, Gurgaon-122002.

(viii) 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. For more details, please refer to:

https://www.americanexpress.com/content/dam/amex/in/legal/notice-board/General-overview-of-limits-on-Foreign-Exchange-Transactions.pdf

(ix) 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 http://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 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 Ban 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 formation/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 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.

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 in accordance 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 an authorized 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/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

(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/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 their 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 their property.
- If Card Member's Account is in default, American Express requires them to pay immediately all sums outstanding on his Account and American Express reserves the right to cancel the Card.

Notification to Card Member of Credit Information Companies (CICs) as authorised by The Reserve Bank of India reporting at the time of overdue status

(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:

- **Letters:** Letter might be sent at the mailing address provided by the Card Member to inform them on their overdue amount, payment due dates and the subsequent delinquency fee levied as well as the consequences of nonpayment

- **Telephone:** Card Member might be contacted at mobile/office/residence telephone numbers to check the status of the payments and to inform them of their overdue amounts

- **Field visitation:** Visit by an Authorized 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 their overdue Account and would also address any issues / concerns that the Card Member may have on their Card Account

- **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 repository and use it to contact the Card Member.

(v) Recovery of dues in case of death/permanent incapacitance of Cardholder
American Express offers a waiver of outstandings upto INR 50,000 on the Card in case of death of the Basic Card Member. If the outstanding amount is more than ₹50,000, letters and telephone follow up will be done with the next of kin of the deceased, informing them about the deceased Card Member's outstanding amount and advising them to regularise the Account.

(vi) Available Insurance cover for 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 Card Members can register for Overseas Medical Insurance by contacting ICICI Lombard GIC Ltd by sending SMS OMI to 575758 or email at delhitravel@icicilombard.com

Insurance Cover is not available for Supplementary Cardholders other than as mentioned below.

Card	**Covers**	**Detail of Cover**	**Primary Card Sum Insured (INR)**	**Supplementary Sum Insured (INR)**
American Express® Platinum Card	Air Accident (Ticketed on Platinum Card)	Covers death due to air accident, if air ticket is bought on the Platinum Card	5,00,00,000	N/A

	Loss of checked-in baggage-International*	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)	50,000	50,000
	Loss of Passport/Docs	Reimbursement of charges and fees incurred in replacement documents up to the limit of sum insured	50,000	50,000

Loss of accompanied baggage-Domestic	Loss of accompanied baggage-Domestic	In the event of total and complete loss of baggage, market value of the baggage contents will be reimbursed	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	50,000	50,000
	Overseas Medical Insurance	Overseas Medical Insurance for the first seven days of your trip	US$ 50,000	N/A
American Express® Gold Card	Death due to Air Accident (when ticket is booked on American Express Card)	Covers death due to air accident	30,00,000	N/A

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

(vii) 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 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.

(e) 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 their discretion, can surrender or terminate Card Membership at anytime. 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 will remain liable for all Charges incurred by the Supplementary charge Card Member up to the date of receipt of notice by American Express.

(iii) 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, the Card Member must destroy the Card by cutting in half. The Card Member agrees not to use the Card after it has been cancelled. All your outstanding amounts will immediately become due.

(iv) 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 destroy the Card by cutting in half.

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

(v) 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 American Express Platinum Card is cancelled or blocked, kindly 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. If the American Express Gold Card is cancelled or blocked, kindly cut the Card in your possession into two halves and dispose it off carefully.

(f) LOSS/THEFT/MISUSE OF CARD

(ii) 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.

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

Provided that the Card Member has acted in good faith, their liability to American Express arising out of any unauthorised use of the Credit Card/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 INR 1,000. A Card Member's entitlement to zero liability shall arise where the unauthorised 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). 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 the 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.

For enhanced customer protection, American Express does not allow transactions on fallback/magstripe mode in India.

(v) 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

(vi) 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/unauthorised 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.

(g) 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.

(h) 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/unauthorised 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/unauthorised 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.

(i) Contactless Payment

Cards issued by AEBC are equipped to enable Contactless payments. Payment through the Contactless mode is allowed for a maximum of INR 5,000* for a single transaction without entering a PIN. Any transaction for an amount more than INR 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 for Contactless 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 upto INR 5000, without PIN authentication. We regret inconvenience, caused, if any, during this transition period.

(j) 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.

(k) 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.

(l) 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 Information Companies (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

a.) 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.

b.) 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.

c.) 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

In addition to the above, please refer to the Card Member Agreement sent to you along with your Corporate Card for detailed terms and conditions of the American Express Corporate Card.

For FAQ's on IRACP norms, please visit,
https://www.americanexpress.com/content/dam/amex/in/legal/IRAC_faq_MITC.pdf



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