

Barclaycard Terms & Conditions

These are the Terms and Conditions of an agreement between us, Barclays Bank PLC, 801/808 Ceejay House, Shivsagar Estate, Dr. A. Beasant Road , Worli, Mumbai - 400021, and you, the person who signed this agreement. These Terms and Conditions incorporate all terms and conditions and additional interpretation contained in the MITCs and the fees and charges set out in the or Tariff Schedule.

KEY FINANCIAL INFORMATION		
FEES	We may charge you a non-refundable joining fee, annual fee, EMI early settlement fee and renewal fee for your Barclaycard and additional cards, if any. Such fees vary from time to time and will be communicated to you when you first receive your Barclaycard and thereafter from time to time. The details of current fees are available in the tariff annexure.	
AMOUNT OF CREDIT	We will tell you your credit limit and cash limit when you first receive your Barclaycard.	
MONTHLY REPAYMENTS	You must make the minimum payment every month of at least 5% of the amount you owe us on your monthly statement (or another amount if agreed with us in advance) or Rs. 150, whichever is more or the entire amount if less than Rs. 150. You must pay the minimum payment plus the full amount of any agreed EMI payment and any sum over your credit limit (if applicable) by the due date shown on your statement. This will normally be 20 days after your statement date.	
EQUATED MONTHLY INSTALMENT (EMI)	After a qualifying transaction of over Rs. 2500 has taken place, you may ask us or we may approach you to convert the transaction to EMI (equated monthly instalments) over a certain period. If we agree to do so, the EMI interest will be applied to the amount of the transaction and this total amount will then be split into a number of equal instalments over an agreed period. You may not overpay EMI. You may choose to settle the full amount early, but this may be subject to an early settlement fee, as mentioned in the Tariff Schedule.	
OTHER FINANCIAL INFORMATION		
ANNUALIZED PERCENTAGE RATES (APR) - APPLICABLE AS A VARIABLE CHARGE ON OUTSTANDING BALANCE	Standard Rate on the Standard Balance, as set out in the Tariff Schedule.	Cash Rate on the Cash Balance, as set out in the Tariff Schedule.
EMI INTEREST (FIXED)	We will tell you the interest rate that will be charged on any EMI balance when you exercise your option under condition 3. Once applied to a transaction the EMI interest rate is fixed for that specific transaction for the agreed period.	

4.4	Interest, at the specified rate, is applicable on the balance transfer sum from the date on which the total transfer amount is debited to your card account.
5. Cash withdrawals	
5.1	You may use your card to access cash from teller counters at Automated Teller Machines (ATMs) displaying the Visa sign, or at Barclays branches in India.
5.2	The total amount you can withdraw under this facility at any point in time should not exceed the available Cash Limit as specified by us.
5.3	You must retain the record of the transaction, generated by the ATM.
5.4	Interest at the Cash Rate is applicable on the cash withdrawal from the date the cash is withdrawn.
5.5	You will be charged a transaction fee in accordance with the Tariff Schedule and this will appear on your next statement.
5.6	The transaction fees and interest charges as mentioned above are non-refundable.
6. Cash Release	
6.1	A request for the issue of drafts can be made on your card account over the telephone through the Barclaycard 24-Hour Call Centre. The Cash Release facility is made at the sole discretion of Barclaycard and may be accepted or rejected without declaring any reason.
6.2	All drafts will be issued only for amounts not exceeding the available cash limit and a transaction fee and service charge shall be payable on all drafts in accordance with the tariff schedule.
6.3	The transaction fees and service charges as mentioned above are non-refundable.
6.4	We reserve the right to discontinue this facility at anytime without prior notice and without liability to you.
6.5	Any draft once issued will be mailed or couriered to the mailing address that you have given us. We will make every effort to deliver the draft within 4 working days from the time the request is received by Barclaycard 24-Hour Call Centre but no assurance in this behalf is held out.
6.6	Interest at the Cash Rate is applicable on the Cash Release sum from the date the draft is issued.
6.7	We will not be responsible on account of non-delivery or delays in delivery or non-receipt of drafts. If a draft is lost or is to be cancelled, the Barclaycard must be informed immediately. We will refund the principal of the draft only through credit to the Card Account after receiving a duly filled indemnity (in a form acceptable to us) from you. For drafts to be cancelled the draft must be returned and a cancellation charge will be levied. If a draft is lost or stolen, we will not be responsible for replacement or compensation.
7. When must you make payments to us?	
7.1	A statement of account will be sent to you on a monthly basis by us to the postal address or at a later date through email to the email address provided by you. You must make all payments by the payment due date. To help you to do this, your monthly statement will tell you how to make payments to reach us on time. Where we become aware that your monthly payment was received before the payment due date but credited to your account after this date because of an error by us we will either refund or not charge a late payment fee.
7.2	You may make payments in the following ways <ul style="list-style-type: none">By cheque, either by sending to the mailing addresses provided on the reverse of the Statement or by dropping in Skypak credit card payment drop boxes. The locations of these drop boxes can be found on our website: www.barclaycard.in. Payment through cheque should be realised by the due date mentioned on the statement.By ECS, if this is available in your area. Please call our 24 - Hour Call Centre to find out about ECS.By draft, at a later date, when the facility is introduced. Please call our 24 - Hour Call Centre to check the availability of the option before considering.
7.3	We will charge an Outstation Cheque Fee if you drop a cheque in a different town or city to the branch where it was drawn. We are unable to accept cheques from branches situated in remote locations where neither Barclays Bank nor our payment processing bank has a presence. For full details please contact 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users). If you try to pay by a remote outstation cheque, it will be returned to you, a returned payment fee will be charged and you may incur Late Payment Charges and additional interest. Details of all fees and charges are set out in the Tariff Schedule.
7.4	If we offer you a payment holiday you will not need to make any minimum payments during that period. You will still be charged interest on your account.
8. How can you keep track of your spending?	
8.1	We will normally send you, or make available to you electronically, a monthly

CHARGING INTEREST	We will not charge interest on purchases added to your Standard Balance since your last statement if you pay your current statement balance in full by your payment due date. If you do not do so, we will charge interest on the amount of each purchase from the date of the purchase until the balance is repaid in full. We always charge interest on all other amounts (such as cash advances and balance transfers) from the date they are added to your account even if you repay your balance in full by the payment due date. We add all interest to your account on the date of your statement each month. Interest is calculated on a daily basis. We will also charge certain finance charges on revolving credit and cash advances and this will be communicated to you from time to time.
ALLOCATION OF PAYMENTS	If you do not pay the total outstanding balance of your account in full by the payment due date, we will apply the amount you do pay to reduce what you owe us in the following order against <ul style="list-style-type: none">any balance (including interest) which a promotional interest rate applies to for an open ended period;any balance (including interest) which a promotional interest rate applies to for a fixed period;any other interest charges and other charges made under this agreement;the Standard Balance;the Cash Balance. If you have more than one balance of each type those with the lowest interest rate will be paid off before your other balances of the same type. If we change the order for any promotions we will tell you when we give you details of the promotion.
KEY INFORMATION	
CHANGES FOR DEFAULTS	We will charge you for any reasonable costs or losses we incur if you break this agreement, including the following: <ul style="list-style-type: none">Non-payment of minimum amount by the due date;Exceeding the credit limit at any time;Non-acceptance of an ECS, cheque or other item when first presented. The details of the above charges are set out in the tariff annexure.
OTHER CHARGES	We may charge you the following: <ul style="list-style-type: none">Petrol Transaction ChargeRailway ticket purchase or cancellation feeOutstation cheque chargeReturned Payment FeeCopy StatementsCopy transaction details (for each copy of transaction details; unless the copy shows a transaction which has been wrongly put on your account)Foreign Exchange fee is charged on the value of non-Indian rupee transactions. See condition 2.6 for more details.We will usually charge a handling fee on the amount of cash, travellers' cheques or balance transfers charged to your account by you or any additional cardholder.Service Tax as notified by the Government of India is applicable on all fees, interest and other charges. The levy of service tax is subject to change from time to time as per relevant regulations of the Government of India. The details of the above charges are set out in the schedule of charges.
MISSING PAYMENTS AND DEFAULTS	Missing payments could have severe consequences and make obtaining credit more difficult. If you do not rectify an event under this agreement that is considered a default for more than 90 days then you will be deemed to be a defaulter and we shall prepare a default report. If you pay the amount you owe us after we have reported you as a defaulter, we will notify all recipients of the default report within 60 days of your payment. We will send you reminders from time to time for settlement of any outstanding payments by post, facsimile, e-mail, telephone, SMS messaging and/or through third parties so appointed to remind, follow up and collect such outstanding payments.

	statement showing your payments and all the amounts we have put on your account since your last statement. You must tell us if your statement includes something you think is incorrect.
8.2	If for some reason we cannot produce or send a statement, we will use your normal monthly statement date to work out any interest on your account and what your next payment date will be.
8.3	You must keep within your credit limit. When working out whether you have gone over your credit limit, we will include the amount outstanding on any EMI Balance and the amount of any unauthorised transaction not yet put on the account.
9. What must you do to protect your card and your details?	
9.1	You must: <ul style="list-style-type: none">Keep the card (including the card details) safe and not allow anyone else to use them; andLearn your PIN and other security information and keep them secret at all times. Never write the PIN on the card or on anything usually kept with it or write down or record the PIN or other security information without first disguising it. Destroy the letter with your PIN straightaway.
9.2	You must only reveal the card number to make a transaction, to report the loss or theft of the card or if we allow you to do so.
9.3	Interest will continue to be charged on all outstanding balances on your account until payment or any judgement against you.
10. What happens if your card, card details and PIN are lost or stolen?	
10.1	You must tell us as soon as possible using the contact details in condition 15.1 if your card is lost or stolen, if you think that they may be misused or that someone else may know the PIN. If you later find them you must cut them in half and return them to us. You must report any theft of Cards to the police and lodge a First Information Report (FIR).
10.2	You must give us all the information you have about the loss, theft or misuse. We may give the police any information we think will be useful.
10.3	You will not be responsible for any transactions if the card is lost or stolen or misused before you receive it, but you must tell us as soon as you become aware. If someone uses a card and got it with either your, or an additional cardholder's, permission, you may be liable for all the transactions which take place before you tell us that it may be misused. You will not be liable for any transactions where you or an additional cardholder have not given permission for someone else to use the card.
11. How can you contact us?	
11.1	We will only give you a refund on your account for a transaction if the retailer asks us to. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.
11.2	We make no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and services provided by the various merchant establishments where you use the card, and you understand that we are not liable for the same. Merchandise, where applicable, will be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer. Any dispute concerning goods or services received shall be settled between you and the respective merchant establishment which supplied the goods or services, and we will bear no responsibility for resolving such disputes or for the dispute itself.
12. Could the terms of this agreement change?	
12.1	We may change the terms of this agreement and we will tell you about any changes that we make. For example, we may make changes that are personal to you based on changes in your credit risk or general changes to take account of: market conditions; changes in the cost of providing this service to you; changes or predicted changes in legal or other requirements affecting us; any system or product development.
12.2	We may introduce a charge for any service provided under or in connection with this agreement.
12.3	We will tell you about any changes by advertising them in the press, putting messages in your monthly statement or sending you a separate written notice. Most changes will happen at least 30 days after we tell you about them so you will have plenty of notice. Changes to interest rates will happen at least 7 days after we tell you about them.
13. How can this agreement be ended?	
13.1	Either of us can end the agreement by giving written notice to the other. Unless there are exceptional circumstances, we will give you 30 days' notice before we end this agreement. You must return all cards to us and cancel any instruction you

In the event of your death/permanent incapacity then your outstanding payments are to be settled by your successors and/or legal heirs.	
BILLING	The monthly statements of account shall be sent to you by mail or courier at the contact address provided to us, unless you specifically opt for such statements to be sent by e-mail, in which case they may (if we choose to do so) be sent to the e-mail address specified by you in the application or by a separate intimation. You may also obtain a copy of your monthly statement by calling and placing a request at our 24-Hour Call Centre. All outstanding payments are to be made by a cheque in favour of "Barclays Bank PLC". Please report any discrepancies in the statement to us immediately after the receipt of the monthly statement, and no later than 30 days from the receipt of the monthly statement for us to conduct any investigation required.
GRIEVANCE REDRESSAL AND ESCALATION	You can contact us through any of the following modes for making any enquiries and/or lodging grievances/reporting discrepancies: Customer Services number 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users)
By writing to us at - Barclaycard, P.O. Box 11567, Nariman Point, Mumbai - 400021 In case you have any grievance or are not satisfied with the response to your enquiries/grievance, then you can escalate the grievance to the Head of Operations at the above address.	
THEFT, LOSS OR MISUSE OF BARCLAYCARD	If your Barclaycard is lost, stolen or misused by someone without your permission, you will not be liable for any losses (subject to the terms of condition 10). If it is misused with your permission you will be liable for all losses. You will not be liable to us for losses which take place after you have told us about the theft, etc. by calling us on our Customer Services number 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users)
YOUR RIGHT TO CANCEL Once you have signed, you have 14 days within which you may cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to Barclaycard P.O. Box 11567, Nariman Point, Mumbai - 400021. If you cancel this agreement you will still have to repay any money lent to you. But if you repay all of it before your first instalment is due you will not have to pay interest or other charges	
Barclaycard Conditions	
Barclaycard Balances and Payments	
1.1	Amounts added to your account will be allocated to one of the following balances: <ul style="list-style-type: none">Cash Balance: for cash withdrawals, funds transfer or travellers' cheques (and interest and charges on those amounts).Promotional Balance: for transactions with promotional terms which we will tell you before you make the transaction.Standard Balance: for purchases, balance transfers from other credit cards, store cards, loans or other accounts and all other amounts added to your account which are not subject to promotional terms.Equated Monthly Instalment (EMI) Balance for transactions transferred to the EMI facility in accordance with your instructions and condition 3 below.
1.2	At the end of their promotional periods, Promotional Balances will be transferred to the Standard Balance and the standard rate will apply unless they relate to cash transactions in which case they will be transferred to the Cash Balance and the cash rate will apply. We will also apply the standard rate (or cash rate if applicable) to Promotional Balances before the end of their promotional periods if you do not make at least your minimum payment by the payment due date or if you exceed your credit limit at any time.
2. How can you use the Account and card?	
2.1	You can ask us to issue an additional card to any person you nominate as long as they are eligible for a card.
2.2	You are responsible for all use of your account by an additional cardholder, even if they do something which makes you break this agreement. You must ensure that the additional cardholder uses the card according to the terms of this agreement.

	have given to others to charge transactions to your account. You must make all payments due and this agreement will continue until all amounts you owe have been paid including amounts added to your account after the notice to end the agreement.
13.2	We may require you to repay immediately all amounts you owe us under this Agreement if you break this agreement regularly or seriously, die or become bankrupt or are likely to become bankrupt, but we will follow any legal requirements before we do so.
13.3	Interest will continue to be charged on all outstanding balances on your account until payment or any judgement against you.
14. General	
14.1	If we know of, suspect or wish to prevent misuse of the card (which could include fraudulent or illegal activity or use of the card other than in accordance with these terms) we may, without telling you first: <ul style="list-style-type: none">refuse to approve a transaction;cancel or suspend your right or an additional cardholder's right to use the card for any or all purposes;refuse to replace any card. This agreement will continue even if we do any of these things and we will not be responsible or incur liability for any loss or damage you or an additional Cardholder may suffer as a result.
14.2	We will not be liable to you for failures caused by any machine failing to work and industrial disputes or other events that we cannot reasonably control.
14.3	You must tell us as soon as possible if you change your address or you or an additional cardholder change name.
14.4	You recognize and accept that we shall be absolutely entitled to sell, assign and/or transfer all rights, benefits, obligations and liabilities under this agreement in any manner, in whole or in part and on such terms that we may decide. You expressly grant us the permission and hereby authorise us to execute all documents, instruments and writings as may be necessary in this regard for an on your behalf. Your rights under this agreement and your legal rights will not be affected.
14.5	There may be other taxes and costs, which are not paid through us or charged by us, that you have to pay in connection with this agreement.
14.6	The terms of this agreement, and our dealings with you with a view to entering into this agreement, are governed by Indian law and subject to the exclusive jurisdiction of the courts at Mumbai in India. We will communicate with you in English or Hindi.
14.7	You may voluntarily use your card to avail of value-added services and / or prize draws / competitions / reward programs ("Optional Facilities") provided by or conducted by us. The Optional Facilities will be governed by the terms and conditions as may be specifically applicable to them. If you avail of the Optional Facilities the applicability of the respective terms and conditions shall be implied.
15. How can you contact us?	
15.1	You can write to us for advice or with queries to Barclaycard, P.O. Box 11567, Nariman Point, Mumbai - 400021 or visit our website at www.barclaycard.in , call us on 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users) or visit a Barclays branch. If your card details or PIN are lost or stolen, call us on 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users).
15.2	If you have any question relating to your account including any difficulty with your payments, call Customer Services number 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users). If we ask, you must write to us within seven days to confirm your call.
About Us	
We provide credit products to consumers and are licensed for this and related purposes by the Reserve Bank of India. Barclays Bank PLC is a company registered with the Registrar of Companies for England and Wales, Company No 1026167, Registered Office: 1 Churchill Place, London E14 5HP and a branch office in India at: Barclays Bank PLC , 801/808 Ceejay House, Shivsagar Estate, Dr. A. Beasant Road, Worli, Mumbai - 400018. If you have a complaint, please write to the Head of Operations, Barclaycard, P.O. Box 11567, Mumbai or call us on 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL & BSNL users)	

2.3	If you want to cancel any additional card, you are responsible for returning the card to us.
2.4	You must keep within your credit limit. When working out whether you have gone over your credit limit, we can include the amount of any authorised transaction not yet put on the account.
2.5	As a responsible lender we may suspend your rights to use the card for cash withdrawals or impose cash limits at any time. We will only do this if, based on usage of the card or card account or our assessment of the risk of lending to you, we reasonably consider that you may not be able to meet your repayment obligations to us. We will tell you before we take this action or as soon as possible afterwards.
2.6	If you use your card for non-Indian rupee transactions we convert the transaction to Indian rupees on the day it is added to your account at a wholesale exchange rate set by the payment scheme provider. This may not be the same as the exchange rate on the date of the transaction. We also charge a foreign exchange fee which is listed under Charges and/or is mentioned in the Tariff Schedule.
2.7	The card may not be used for any illegal purpose. Without prejudice to the foregoing, you shall use the card in strict compliance with all requirements of the foreign exchange control / management regulations issued by Reserve Bank of India from time to time, and in the event of non-compliance, you will be liable for action under the applicable exchange control / management regulations.
2.8	Cards belong to us. If we ask, you and any additional cardholder must not use them and you must return them to us. If we ask you to return the card, or if we believe the card is being misused we may put a stop on it, or ask others to hold on to it for us.
2.9	We may send you another card, including one with a different payment scheme logo, in the future as a replacement for your existing card. The terms that apply to that card will be the same as your existing card or we will tell you about any changes to the terms under condition 12.3.
3. How can you use the equated monthly instalment (EMI) facility?	
3.1	You may instruct us to move the balance outstanding from any single transaction in excess of Rs. 2,500 to an EMI Balance within 30 days of the transaction date. The EMI facility is made at the sole discretion of Barclaycard and may be accepted or rejected without declaring any reason.
3.2	When you exercise your option to move a sum to an EMI Balance, there may be a small sum of interest outstanding once the agreed number of repayments have been made. This will be due to interest accruing from the first day you take your funds up to the day your first payment is made. It will also cover any additional interest that accrues if you make late payments. We may vary the amount of the final payment to include this amount.
3.3	You can give us instructions under condition 3.1 in writing or by telephone. Before acting on an instruction, we will check your identity by going through a security procedure. We can refuse to act on an instruction if we have good reason for thinking that you did not give us the instructions, the instruction is not clear or we believe that by carrying out the instruction we might break a law, regulation code or other duty which applies to us. We will confirm the instruction in writing to you. Generally we cannot change or stop an instruction after you have given it. If we are able to cancel your instruction we may make a charge as mentioned in the Tariff Schedule.
3.4	If you wish to repay the EMI Balance before the expiry of the agreed term then we reserve the right to charge a fee as mentioned in the tariff annexure.
3.5	Non-payment of any monthly instalment will be considered a breach of this agreement and we reserve the right to bill the entire amount outstanding. You will be liable for any default charges in the event of non-payment as set out in the Tariff Schedule together with a possible transfer of the entire amount outstanding to the Standard Balance or Cash Balance (as applicable).
3.6	We reserve the right to refuse any of these facilities or services to you or to limit the amount that can be obtained and we may change or cancel the facilities or services at our discretion.
4. What about balance transfers?	
4.1	You may apply for a balance transfer on your application form or by telephone. The balance transfer facility is made at the sole discretion of Barclaycard and may be accepted or rejected without declaring any reason.
4.2	If approved, we will debit your card account and a cheque(s) for the balance transfer sum will be sent to you or to the bank(s) assigned by you. You will be responsible for forwarding any cheque(s) to the other bank(s) and ensuring that timely payments are made to other bank(s). You will continue to make payments to the bank(s) until they receive the cheque or the wire transfer and be responsible for any overdue sums, interest and charges on the account.
4.3	A balance transfer fee will be charged to you account in accordance with the Tariff Schedule.