



BARCLAYCARD MOST IMPORTANT TERMS AND CONDITIONS (MITCs)

These are the Most Important Terms and Conditions (“MITCs”) of an agreement for issuance and usage of Barclaycard between us, Barclays Bank PLC, 801/808 Ceejay House, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai - 400018, and you the person who signed the said agreement. These MITCs and the Tariff Schedule are supplemental to and incorporated by reference to the Barclaycard Terms and Conditions. *(Note: All capitalized terms used but not defined herein shall have the meaning as ascribed to them under the Barclaycard terms and conditions.)*

1. Fees and Charges

a) Fees

A summary of all Fees and Charges applicable to your/ add-on Barclaycard Account is set out in the attached Tariff Schedule. These charges may vary from time to time and we will let you know in advance of any changes. 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 the relevant regulations of Government of India.

b) Finance Charges (Interest Charges)

You will be charged interest if you do not pay back the previous month's bill in full. The rate of interest initially is 3.1% per month (i.e. 37.2% annualized). You will also be charged interest on cash advances from the date of the transaction till the date of settlement. These charges may change from time to time and we will let you know of any changes in advance.

For example, assume you have paid your September Total Amount Due in full and have made a purchase of Rs. 4000 on 20th September:

- Your Statement is generated on 15th October for Rs. 4000.
- You make a payment of Rs. 1000 on 20th October.
- You make a purchase for Rs. 1500 on 30th October.
- You do not use your Card again until 15th November.

The interest will be calculated as follows:

Rs. 4000 balance for 30 days (20th September - 19th October)

= $(4000 \times 30) \times (37.2\% / 365) = \text{Rs. } 122.30$

Rs.3000 (outstanding balance) for 27 days (20th October-15th November)

= $(3000 \times 27) \times (37.2\% / 365) = \text{Rs. } 82.55$

Total Interest charged = Rs. 204.85



If you only make the minimum payment each month it will take you longer and cost you more to clear your balance. If you spend Rs.5000 and you only pay the minimum amount due every month, then it could take you up to 5 years to pay it back.

c) **Grace Period**

The Grace Period could range from 17 to 50 days, depending on when you make your transaction.

For example, for the Statement period dated 15/09 to 15/10 where the payment due date is 04/11, the grace period you enjoy on the following purchase transactions will be:

- For a purchase date 16/09, interest free grace period would be 16/09 to 04/11 i.e. 50 days
- For a purchase date 14/10, interest free grace period would be 14/10 to 04/11 i.e. 22 days

Remember, if you have not paid the Statement balance in full and on time you will still incur an interest charge.

There is no interest free period for cash withdrawals / advances, funds transfers, money transfers in any manner including by way of cheques/ demand drafts.

2. **Limits**

We will tell you your Credit Limit and Cash withdrawal Limit when you receive your Card and they will also be shown on your monthly Statement. Your monthly Statement will also show the Credit Limit you have available to spend as on the Statement Date or Cash Limit available to you for withdrawals. Please note that your Cash limit mentioned in the monthly statement is subject to daily cash withdrawal limit. This is the same as the Cash Limit on your Credit Card as mentioned in the Welcome Letter.

You may however request for a lower Credit Limit and Cash Limit.

3. **Statements and Billing**

a) **Statements**

We will send you a monthly Statement showing payments and transactions for the month (which need not be English calendar month but may simply be a period of 30/31 days basis your billing cycle), as long as the Card has been active during that month. We will send the Statement by post or by courier to your mailing address available with the Bank and / or your email address, as the case may be.

b) **Minimum Amount Payable**



You can choose to pay only the Minimum Amount Due (Monthly Payment for the Smart Budget Card) or any part of the amount above the Minimum Amount Due or the Total Amount Due as shown on your Statement. If you do not pay the Total Amount Due, you would lose any interest free period, and interest charges would be applicable on the balance outstanding and any new transaction you make. The Minimum Amount Due will also include any unpaid Minimum Amount Due (Monthly Payment for the Smart Budget Card) from previous monthly Statements, and, if you have exceeded your Credit or Cash limit, the amount by which you have exceeded your limit.

c) Methods of Payments

- (i) Payments towards the Barclaycard Account may be made by dropping a cheque, in the Skypak Credit Card payment drop boxes at the locations listed on our website www.barclaycard.in.

Please make the cheque payable to "Barclays Bank PLC" crossed "Account Payee" and make sure that you write your name, card number and telephone number on the back of the cheque. We provide cheque clearing facilities in Mumbai, Delhi, Chennai, Bangalore, Pune and Ahmedabad. Cheques payable locally would be credited to your Barclaycard Account within 4 working days. Outstation cheques payable in any one of the above mentioned cities would be credited to your Account within 10 working days. A fee of Rs.100 would be charged to your Barclaycard Account for all outstation cheques.

- (ii) Payments toward the Barclaycard Account by way of **VISA money transfer** from your banker (bank account maintained with banks like ICICI Bank, Kotak Mahindra Bank or any other bank permitting VISA money transfer) if you have VISA Debit card. Please note that money transferred through VISA money transfer is usually credited to your Barclaycard Account within 4 working days.

d) Billing Disputes Resolution

If there are any transactions on your Statement you do not recognize or agree with, you must tell us within 30 days of the Statement date. Once you have told us, we may reverse or suspend the charge on a temporary basis while we investigate the dispute. If we find that you are liable for the transaction(s) they will be re-charged to your Barclaycard Account and you will be charged an additional fee of Rs.100. You have a period of 60 days to inform us of any other complaints or grievances relating to the dispute.

e) Grievance Redressal Escalation

In case you have any enquiry or grievance you can contact us at our contact details provided below. If you are not satisfied with the response



received on your enquiries or grievances, you can address the complaint to the Head of Customer Services at Barclaycard, P.O. Box 11567, Nariman Point, Mumbai - 400 021.

f) Customer Services Contacts

Email to us at: service@barclaycard.in

Write to us at: Barclaycard P.O. Box 11567, Nariman Point, Mumbai - 400021

Call Barclaycard 24 X 7 helpline on: 6000 4444 (All Cities) or 1800 233 7878 (Toll free for MTNL/BSNL users)

4. Default

a) Missing payments could have severe consequences and make obtaining credit more difficult. If you do not pay at least the Minimum Amount Due (Monthly Payment for the Smart Budget Card), this will be reported in the monthly submissions to the credit bureaus. You will be reminded in subsequent Statements to pay the amount you owe us. 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 reports within 60 days of your payment.

b) We will send you reminders from time to time for settlement of any outstanding payments by post, facsimile, email, telephone and SMS messaging. We may also appoint third parties to remind, follow up and collect such outstanding payments.

c) You authorize the Bank that in the event of default, we may seek assistance from persons associated with you (including your employers or business associates) and you consent to sharing details of your account for this purpose. In the event of suspected fraud or if you are untraceable for recovery of the credit availed by you, we may utilize public media for aiding recovery efforts and you consent to sharing details of your account for this purpose;

d) In the event of your death or permanent incapacity then your outstanding payments are to be settled by your successors, nominees and/or legal heirs.

e) As of now our cards do not carry Insurance coverage of whatsoever nature. Any Insurance coverage if introduced would be communicated in advance along with the policy details and the date of activation.

f) Right to LIEN



In the event of default the Bank reserves the right to place on hold, set-off, combine or consolidate the outstanding balance on the Barclaycard Account with any other account(s), which a Barclaycardholder maintains with the Bank and / or any of its group company.

g) Legal Recourse

The Barclaycardholder authorizes the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority from time to time, with adequate/ requisite notice to the Barclaycardholder, to disclose and disseminate to RBI or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Barclaycardholder in its possession.

h) Arbitration

Without prejudice to any provisions in the Terms and Conditions, any dispute or difference arising out of or touching the Terms and Conditions shall be settled amicably in the first instance.

Unresolved disputes or differences shall be referred to a sole arbitrator to be appointed / nominated by Head - Retail Banking/ Head of Collections of the Bank in India. The Barclaycard holder hereby agrees that the arbitrator so appointed can be an officer of the Bank also and he will have no objection to the same. The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 or any other successive act/rule/ ordinance then in force and rules made here under and the laws governing the same shall be Indian laws. The venue of arbitration shall either be Mumbai or Delhi or Bangalore or Chennai or Kolkata only.

5. Termination/ revocation of Card Membership

a) Either of us can end the Agreement by giving written notice to the other. You may do so at any time by writing to us or intimating the request for closure to Barclaycard 24 X 7 helpline. Post receipt of your request for card closure, Barclaycard would take about 30 days to execute the same.

Unless there are exceptional circumstances, we will give you 30 days notice before we end this Agreement. You must return all Barclaycard/s to us and cancel any instructions you have given to others to charge transactions to your Barclaycard 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 Barclaycard Account after the notice to end the Agreement.

b) We may require you (including your legal heirs) 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.

c) Interest and charges will continue to be charged on all outstanding balances on your Barclaycard Account until the same are paid in full or receipt of a copy of any Court order directing us otherwise.

d) In the event you choose to surrender your card or your card is cancelled for whatever reason and if there are outstanding / dues on your card, you may receive statement of card, reflecting the total outstanding on the card, you shall make good (pay to the Bank) the same within 07 days of receipt of such statement.

6. Loss, Theft or Misuse of your Card

a) You must tell us as soon as possible by calling Barclaycard 24 X 7 helpline on +91-22-6000 4444 or 1800 233 7878 (Toll free for MTNL / BSNL users) if you think your Card has been lost, stolen or may be misused, or that someone else may know the PIN. If you later find the Card you should not use it and must cut them in half and return it to us. You must report any theft of Cards to the police and lodge a First Information Report ("FIR").

b) 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.

c) You are responsible for the security of your Card and should take all measures and precautions to ensure that your Card is not misused. Your Card should not be used for any illegal purpose. In case we are of the opinion that you have failed to take due precaution to avoid misuse of the Card, the financial liability on the lost, stolen or damaged Card may rest upon you and we may decide to terminate your Barclaycard Account.

d) You shall never leave your Barclaycard unattended or in the event the same is being used at Point of Sale (POS) with any merchant you shall ensure to collect the Barclaycard back. We confirm that we or any of our officer will not ask you to submit the live Barclaycard and in the event any person (including Barclays officer / agent, merchant) requests you to handover the Barclaycard and do not return the same to you, please cut the card in at least four parts from magnetic strip before handing over your Barclaycard to ensure that the same can not be misused.

e) You shall be solely responsible for all transactions done on your Barclaycard until you report the loss of the Barclaycard to us. On receipt of your request, we shall immediately block the usage of the card and you shall not be held responsible for any use or misuse of the card thereafter.



7. Disclosure
- a) We may give information about you and how you manage your Barclaycard Account, (without your approval) to the following:
- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
 - Anyone to whom we transfer or may transfer our rights and duties under this Agreement.
 - We may also give out information about you if we have a duty to do so or if the law allows us to do so otherwise we will keep information about you confidential.
 - Statutory or regulatory authorities.
- b) We may use your information to inform you by either letter, telephone (including automated dialing, digital television and sending text messages), or e-mail about products and services (including those of others) which may be of interest to you. If you do not want us to call or SMS you for marketing purposes, you can join our Do Not Call Registry (DNCR) by calling Barclaycard 24 X 7 helpline on 6000 4444 (All Cities) 1800 233 7878 (Toll free for MTNL/BSNL users), or by mailing us at service@barclaycard.in or writing to us at Barclaycard, P.O. Box 11567, Nariman Point, Mumbai - 400 021, to include your telephone number(s) in the DNCR list.
- c) The Barclaycardholder acknowledges that, as per the business practices and applicable provisions, the Bank is authorized to share Barclaycardholder information with any existing or future credit bureaus as determined by the Bank from time to time. The said information may be shared with the Credit Information Bureau India Ltd. (CIBIL), which is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system and such other entities. This is in line with the RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.
8. Miscellaneous
- a) Important Regulatory information for International usage
The Card is valid for use both in India as well as outside India. It is not valid for making foreign currency transactions in Nepal and Bhutan. Usage of the Card for transacting outside India must be made in accordance with all applicable Exchange Control/Management Regulations including but not limited to directions of the RBI, statutory authorities and the Foreign Exchange Management Act, 1999 and in the event of any failure to do so, you may be liable for penal action under the Foreign Exchange Management Act, 1999 or any other applicable law in force. You should



consult your Authorized Dealer regarding your Foreign Exchange Entitlement.

B) Optional Facilities

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 in addition to the Barclaycard terms and conditions.

KEY FEES AND CHARGES

This table lists and explains the main fees and charges that are associated with your Barclaycard.

Description	Fees and charges
Joining, Annual and Renewal Fees	Joining, annual and renewal fees may vary from cardholder to cardholder and from particular description of Credit Card to Credit Card. The applicable fees shall be communicated to you at the time of applying and/or at the time of issuance of your Credit Card or additional Card
Cash Advance Fees	3% on cash amount (subject to a minimum of Rs. 300)
Late Payment Charges (per month)	Rs. 300 (in addition to applicable interest charges) if you miss a payment or your payment is received after the payment due date
Over Credit Limit Charge	Rs. 300 if your Barclaycard Account exceeds its credit limit
Returned Payment Fee	Rs. 300
Balance Transfer Fee	1.49% for 3 months; Processing fee: 2% Or Rs. 300 whichever is higher
Petrol Transaction Charge	2.5% of the transaction value
Railway Ticket Purchase or Cancellation Fee	2.5% of the transaction value
Outstation Cheque Charge	Rs. 100
Foreign Currency Transactions	3% of the transaction value
Statement Request (Beyond 3 months)	Rs. 100
Cheque Pickup Fee	Rs. 100 per cheque picked up
Reissue of Lost, Stolen or Damaged Card	Rs. 0
Charge slip Copy	Rs. 100
Overdue Interest Charges	3.1% per month/ 37.2% per annum