

## **Credit Card “Cardholder Agreement”**

The keeping or use of the Card, as defined hereunder, shall be deemed to mean that the Cardholder, as defined hereunder, has unconditionally agreed to these Terms and Conditions and they will govern such use of the Card.

### **1. Definitions:**

"Applicant" means: (i) any person who has signed the Union Bank of India Credit Card application form, (ii) any person who has signed or used the Card.

"Account" means an account maintained by Union Bank of India under these Terms and Conditions.

"Account Statement" or "Statement" refers to the monthly statement that is sent to the Cardholder detailing all the Card Transactions in the preceding month(s) and posted into the Card Account in the intervening period between the date of generation of the previous statement and the current statement.

"Add-On Card" means an additional card issued to a person nominated by the primary Cardholder.

"Add-On Cardholder" means a person to whom the Add-On Card is issued.

'Card' or 'Credit Card' or 'Union Bank of India Credit Card' or 'International Credit Card' shall mean a RuPay Card/Visa Card/ Master card or any other card, issued by Union Bank of India to Cardholder on his/ her request.

"Cardholder" means either/or/both Primary and Add-on Cardholder as applicable

"Card Account/ Credit Card Account" means any eligible account(s) opened and maintained by the Bank for operations through the use of the Card, simultaneously with issuance of the Card.

"Card Number" means the number that is embossed on the Card and by which the Card is identified.

"Card Transaction" or "Transaction" means any instruction given by a Cardholder to the Bank using the Card directly or indirectly on the Participating ATM or Participating Merchant Establishment to effect the transaction by accessing the Card Account.

"Cash Limit" means the maximum limit of cash withdrawal that is assigned to the Cardholder. This is lower than the Credit limit and is a subset of the overall Credit limit.

"Credit Limit" means the limit assigned to the particular Cardholder after an assessment by the Bank. The Credit limit is attached to the Card Account.

"Union Bank of India" or "Bank" or "the Bank" or "we", "us", "our" mean Union Bank of India a body corporate, incorporated under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, with its head office at Union Bank Bhawan, 239, Vidhan Bhawan Marg, Mumbai, Maharashtra – 400021, and all its branch offices and includes its successors and assignees.

"EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can use

the funds in his Card Account across the country to process the Transaction at a Participating Merchant Establishment.

"Foreign Currency Mark-Up" is a fee to cover global fluctuations in the currency market. Any charge that is made in foreign currency will be converted to Rupees and will attract a Currency Conversion Fee in addition to the converted amount.

"International Transactions" refers to Card Transactions done by the Cardholder using his/her Card outside India, Nepal and Bhutan.

"Overdue Amount" means that portion of any amount payable, which appears on the Card Account Statement that is not paid within the payment due date recorded on the statement.

"ATMs" include Automated Teller Machines (ATMs) of the Bank and ATMs belonging to Other Banks that are participating in shared payment network of Visa/MasterCard /RuPay Services and display the service mark, at which the Cardholder can use the Card to access the funds from the Card Account.

"Merchant establishment" means establishment wherever located which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

'Billing Cycle' is the period between the generation of two successive billing statements.

"Total Amount Due" means the amount stated as such in the statement.

"Most Important Terms & Conditions" or "MITC" means the standard set of conditions for the issuance and usage of credit cards, thereby defining the responsibilities and liabilities of the card-issuer and the cardholder.

"Minimum Amount Due (MAD) or Minimum Payment Due (MPD)" means the amount stated as such in the Statement.

"OTP" shall mean One Time Password generated on the registered mobile number of Primary Cardholder or Add-on Cardholder, as the case may be.

"Payment Due Date" means the date by which the payment made by Cardholder towards the outstanding balance must be received by the Bank.

"PIN" means the Personal Identification Number allocated to the Cardholder, which is a secret number generated by the Bank or chosen by the Cardholder from time-to-time, in relation to the Card, which only the Cardholder knows.

"CVV" shall mean the last three (3) digits of the number on the backside of the Cardholder's Credit Card on the signature panel.

"Person" means any individual, corporation, firm, company, institution or other natural or legal person whatsoever.

"POS" means Point-of-Sale Terminal.

"Primary Cardholder" means an applicant in whose name Union Bank of India has opened the Credit Card Account.

"Primary Card" means the Union Bank of India Credit Card issued to the Primary Cardholder.

"Reward Points" refers to Reward Points awarded under the Rewards Programme.

"Charge slip" refers to a slip generated at the Visa/ MasterCard /RuPay Services Terminal by the Merchant Establishment through Acquiring Bank, reflecting the value of Transaction/s by the Cardholder on a Terminal which is to be retained by the Cardholder.

"Terminal" includes all software, peripherals and accessories at the location of Merchant Establishment required to run the devices for processing the transactions of the Cardholder and includes Electronic Data Capture (EDC) terminals, printers, Personal Identification Number (PIN) pads.

"Electronic commerce", or "E-commerce" consists of the buying and selling of products or services over electronic systems such as the internet and other computer/ mobile networks.

## 2. **Card Services:**

The Card is the property of Union Bank of India. Union Bank of India reserves the right to (1) ascertain the creditworthiness of the Applicant by obtaining credit bureau report and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable and its usage is subject to the terms mentioned herein, the MITC and any additional conditions stipulated by Union Bank of India from time to time. The Cardholder shall sign on the reverse of the Card immediately on receipt of the same. The Cardholders availing of any services / facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through Union Bank of India Customer Care Centre, shall at all times continue to be bound by the Terms and Conditions stipulated by Union Bank of India and the MITC with respect to the services / facilities and the mode of availing such facilities / services, as amended from time to time.

Cardholder understands and agrees to comply with the terms and conditions contained herein and as amended by the Bank in compliance of the Reserve Bank of India's (RBI) instructions or policies or directions or any statutory bodies' or due to change in Bank's policy from time to time. It is clarified that the Card shall be honoured only when a Valid Card with sufficient Credit Limit is duly signed on the reverse and presented to a Merchant Establishment by Cardholder. Care must be exercised by Cardholder while revealing the CVV number to any third-party including and not limited to any unidentified individuals, groups or internet address, as CVV may be misused for fraudulent transactions.

Usage of Credit Card in foreign currencies outside India will be subject to the provisions of the Foreign Exchange Management Act (FEMA), 1999 and Exchange Control Regulations of the Reserve Bank of India (RBI) regulations. The Card should not be used for purchase of prohibited items such as lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call back services, and/ or such items / activities for which no drawal of foreign exchange is permitted.

The Primary Cardholder and/ or the Add-on cardholder(s) shall be deemed to have accepted the terms and conditions of the Cardholder Agreement, as modified from time to time at the sole discretion of the Bank, upon acknowledging receipt of the Card, and/ or by signing on the reverse of the Card, and/ or by incurring a charge on the Card.

Cardholder should not use the Card for making payments in foreign currency in Nepal or Bhutan.

## 3. **Usage of the card:**

The Card shall be acceptable only for transactions as permitted by the Bank from time-to-time in India and abroad at the ATM and Terminal as well as other payment methods as designated by the Bank from time-to-time

The Card may be used only by the Cardholder to whom it has been assigned.

The Cardholder is entitled to make purchases up to the maximum credit limit and withdraw cash up to the maximum cash allocated on the Card.

The Bank will debit the Card Account(s) for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Card Transactions will be reflected in the Account Statement relating to the Card Account(s). Such Statements shall be sent to the Cardholder every month through a delivery mode specified by the Bank.

GST, at the current rate, as notified by Ministry of Finance, Government of India is applicable on all fees, interest and other charges as per the Government of India regulations. The Cardholder will be bound to pay the Bank for the same. The rate of GST is subject to change as notified by the Central Government from time-to-time. The Cardholder also agrees to pay any other applicable tax that might be notified by the Government from time-to-time.

When a Cardholder uses the Card outside India, a Foreign Currency Mark-up will be charged for all Card Transactions. The rate of exchange used for all international Card Transactions will be determined by the Bank.

The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Cardholder uses the Card outside India. Card Transactions made in foreign currencies will be shown on the statement in Indian Rupees.

All communication sent to the primary Cardholder shall be deemed to be sent to both (Primary and Add-on Cardholder/s).

The Bank may, at its discretion, decide not to carry out any such instructions where it has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

Card promotional material or VISA/MasterCard /RuPay Services/ Other Networks symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Card.

The Cardholder further authorises the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable law and guidelines issued by the Reserve Bank of India (RBI) from time-to-time, without being required to issue any further notice to this intent to the Cardholder, to disclose and disseminate to the Reserve Bank of India 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 Cardholder in its possession.

The Cardholder acknowledges that, as per extant business practices, the Bank is authorised to share Cardholder's information with any existing or future Credit Bureaus as deemed fit by the Bank from time-to-time. The Cardholder further acknowledges that the Bank is entitled to share such information without any notice to this intent to the Cardholder, and such information may pertain to positive or negative performance/default by the Cardholder.

The Cardholder expressly recognises and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled with full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardholder Agreement relating to operations and administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardholder any payments and other amounts due from the Cardholder under the Cardholder Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices,

contacting the Cardholder, receiving cash/cheques/drafts/mandates from the Cardholder and giving valid and effectual receipts and discharge to the Cardholder. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of any default by the Cardholder, the Cardholder expressly accepts and authorises the Bank (and/or any such third party as the Bank may select) to contact third parties (including the family members of the holder and disclose all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select).

It is understood that the Card or Add-On Cards may be dispatched to the Cardholder on the basis of, amongst other modes of applying, the Cardholder's application on an electronic medium (Internet/email).

The Cardholder cannot cede or delegate any rights or obligations arising out of these terms and conditions of use in respect of the Card, Card Account, Card Number and/or credit facility.

Every cardholder will be notified of their overdue amount and payment due date through various channels viz email, physical statement, mobile app etc. In the interest of the Bank, the cardholder expressly recognizes, accepts and authorizes the Bank to collect relevant information from third parties (including family members, friends etc. of the cardholder) from time to time to clear overdues on the card account. Union Bank of India shall not be obliged to disclose the source of information from where it was received with the cardholder.

The Cardholder agrees and understands that the usage of the Card shall be subject to applicable statutory, regulatory and Bank's rules, regulations and guidelines, as amended from time-to-time. To ensure compliance of the same, the Cardholder hereby agrees and provides its consent to the Bank, to undertake periodic checks on the usage on the Card to identify excess utilization of the Credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive usage towards commercial/business/nonpersonal related transactions, mis-use of features/offers/programs for accumulation of undue Cashback/ other benefits, etc. If the Bank suspects of any such unusual spends or activities in Card Account, the Bank may, in its sole discretion, take restrictive action on the Card/Card Account. Such action shall be effective immediately and with intimation to the Cardholder and may include but not be limited to withdrawal of features/benefits as well as suspension or termination of the Card. The Bank may reinstate the Card with or without the additional benefits/features, as it may deem fit, upon the Cardholder providing proof of bonafide usage, satisfactory to the Bank. The decision of the Bank well be final and binding on the Cardholder in this regard.

We will not be responsible if any merchant establishment refuses to accept the card or is unable to transact on the card or levies a surcharge on the card. However, you should notify us of this complaint. We are not responsible or liable for any defect or deficiency in respect of goods and services charged to the card. Any dispute should be settled directly by you with the merchant establishment and failure to do so will not relieve you of any obligations to us. The existence of a claim or dispute shall not relieve you of your obligation to pay all charges and you agree to pay promptly such charges, notwithstanding any dispute or claim whatsoever. No claim by you against a merchant establishment will be the subject of a set-off or counterclaim against us.

#### **4. Credit Card Limit:**

Union Bank of India at its sole discretion will determine the Cardholder's credit limit and cash withdrawal limit. (Add-on Cardholders share the same limit). The Credit Limit and Cash Withdrawal Limit are communicated at the time of delivery of the Card and are also indicated in

the monthly statements. Available credit limit is calculated by deducting the utilized limit from the Total Credit Limit. In case the Cardholder has availed any loan within the credit limit on the card, the outstanding loan amount will also be deducted from the Total Credit Limit to arrive at the Available Credit limit. Cash limit will be a sub-set of credit limit or as may be specified by Union Bank of India from time to time. The welcome letter enclosing the Credit Card will show the initial Credit and Cash Withdrawal Limit applicable to Cardholder's Card Account. The Credit and Cash Withdrawal Limit applicable on Cardholder's Card Account is inclusive of all the Add-on cards. On Card Cancellation Limits on the Card Account gets cancelled.

Use of the Card at Merchant Establishment/ Member Bank will be limited by the limits assigned to each Card Account by the Bank. If Credit Card's total outstanding exceeds the Credit Limit, Cardholder must make immediate payment of any excess amount above the Credit Limit. A Charges as applicable from time to time will be levied to Cardholder's Card Account if he/ she exceeds his/her Credit Limit.

Depending on the nature of the purchase and profile of Cardholder, the Cardholder will be permitted purchases up to the 'Available Credit Limit' or up to the 'Available Cash Limit' as Union Bank of India may determine in its absolute discretion.

The Cardholder shall not be entitled to claim any interest on credit balances on Credit Card Account.

Union Bank of India will review Limits on the Card Account periodically and will reserve the right to decrease or unconditionally cancel the limits with notice to the Cardholder. In such an instance, Bank will immediately inform Cardholder about the limit reduction by SMS/ email/ letter.

Any request to increase the Credit Limit by Cardholder post the approval of the application will be reviewed by the Bank only after the Bank receives a request from the Cardholder and relevant documents that may be asked for. The Bank, basis an internal review, reserves the right to accept or decline the request without providing any reason whatsoever.

International limit assigned on Credit Card indicates the maximum usage limit for an overseas purchase transaction (including online) or ATM usage.

## 5. **Add-On Card:**

The Cardholder accepts that the Bank may issue an additional card on instructions from the Primary Cardholder. The Cardholder in this connection is required to provide the Bank or its appointed representatives, details pertaining to him/her and Add-on Card applicants towards performing reasonable checks for identification and issuing the Add-on Card as considered appropriate by the Bank before the execution of his request for an Add-on Card. The holder of any Add-on Card on the Account and the Primary Cardholder authorising its issuance are jointly and severally bound by these terms and conditions and the Primary Cardholder assumes all liability for all charges incurred by the Add-on Cardholder.

The Add-on Cardholders will also be bound by all Terms and Conditions of use and all Foreign Exchange Laws/Guidelines and all applicable statutes.

The facility of an Add-On Card is a special facility offered at a fee/rate, and continuation of credit facilities of the Add-On Card will be dependent on continuation or credit status of the Primary Cardholder or Card Account(s). Card(s), whether Primary or Add-On, will not be issued to any person less than 18 years of age.

No separate statement will be issued for Add-on Card transactions.

Union Bank of India reserves the right to issue different types of Card(s) and other co-branded cards-at its sole discretion.

The issue of such Add-On Cards would be on the expressed understanding that the Primary Cardholder would be fully liable and responsible for payment of all charges incurred on these Add-On Card(s) issued for the benefit of the Add-On Cardholder(s).

The Additional Cards will share the same limit as that of primary card.

Add-on cards shall be of same variant and network as that of primary card issued by the Bank.

Only the Primary Cardholder is entitled to redeem the Rewards Points and agrees to hold Union Bank of India indemnified and harmless in case of any disputes in this matter.

## **6. Fees and Charges:**

The Bank will charge a joining/annual fee plus applicable taxes in respect of all primary and Add-on Card(s) issued. This fee will be debited to the Card Account of the Cardholder(s). The amount of joining/annual fee applicable will be informed by the Bank to the Cardholder from time-to-time.

The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card or PIN(s), Cards issued with a picture/photograph, and for issue of any Add-On Card(s) as notified from time-to-time and/or any fees/charges for the transactions carried out on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time-to-time.

Admission / Joining Fee is a one-time fee collected from the Cardholders upon activation of the Card and may vary for different Card Variants.

Annual Fee is a fee collected in advance at the beginning of the second year of the Card.

Both Joining Fee and Annual fee will be charged to the Primary Cardholders Credit Card account and would be reflected in the monthly Credit Card statement of the month in which it is charged.

Subject to the discretion of the Bank, the interest charge free credit period could range up to 50 days based on the dates of Card Transaction posting and payment behaviour of the Cardholder. The Cardholder agrees that the said interest charge free credit period will not be applicable in the event the Cardholder is unable to clear the previous month's balance in full or if the Cardholder has availed of a cash advance.

Any such fees and charges will be deducted automatically from the Card Account at the time the fee or charge is incurred/billed.

The Cardholder is advised that some ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the Card Account.

Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon him (either directly or indirectly), the Bank shall debit such charges, duty or tax against the Card Account(s).

The Cardholder authorises the Bank to deduct from his Card Account, and indemnifies and shall keep the Bank indemnified against any costs, charges and expenses that the Bank may incur in collecting money the Cardholder owes the Bank in connection with his Card (including without limitation reasonable advocates'/counselors' fees to the extent permitted by law).

Union Bank of India may choose to waive all or any fees/charges for certain Cardholders or for a certain period of time. The Cardholder agrees that this does not give the Cardholder any

implicit right for the waiver of any fee/charge and such waiver will be provided at the sole discretion of the Bank.

Notwithstanding that the Cardholder shall become liable to pay immediately for a transaction incurred, which has been incurred with the use of the Card, if there are any outstandings (whether billed or not; above or below the Minimum Amount Due) remaining unpaid as on a Payment Due Date then such outstandings shall bear and carry a interest charge in addition to a late payment charge (if applicable).

If the Cardholder makes a payment less than the total closing balance, the outstanding (Actual usage) from the date of billing will attract a interest charge. All Card Transactions incurred after the billing date but not included in the statement will also attract interest charge. A Service Charge will be raised on the amount carried forward (difference between 'Total Amount Due' and the amount paid) until payment of the entire amount. Please note that making only the minimum payment every month would result in the repayment stretching over a period of time with consequent interest payment on your outstanding balance.

Any portion of the 'Minimum Amount Due' remaining unpaid shall be carried forward and added on to the 'Minimum Amount Due' for the next Monthly Statement and bear and carry a interest charge.

All cash advances will be subject to a interest charge, from the date of the cash advance.

All cash transactions incurred by the use of the Card shall bear and carry a transaction fee and a interest charge (if applicable) at the rate determined by the Bank from time-to-time.

The exchange rate used for all foreign currency transactions will be decided by the Bank and will be binding on the Cardholder.

In the event that the total outstanding exceeds the Credit Limit, an additional charge will be levied on the total outstanding exceeding the Credit Limit. This charge is disclosed in the MITC and is liable to change with due notice and will apply at such rates as Union Bank of India may from time-to-time decide.

Charges and fees, as may be applicable from time-to-time, are payable by Cardholders for defaults committed by him, with reference to his Cardholder Account or for specific services provided by the Bank to the Cardholder.

The Cardholder recognises and agrees that Union Bank of India retains the absolute right and discretion to alter such charges or fees from time-to-time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the Cardholder.

Subject to the terms and conditions stated hereinabove, the charges that may presently be levied by the Bank on the Cardholder will be provided from time-to-time in MITC.

The " Fuel Surcharge Waiver" offer is at the sole discretion of the Bank and the Bank reserves the right to charge the customer the applicable surcharge at any time. The offer is for eligible fuel purchases, i.e., subject to minimum & maximum purchase amounts as decided by the Bank from time-to-time. The Bank will reverse the fuel surcharge levied up to 1% and this will reflect in the Cardholder's monthly statement. In case the Cardholder uses the Card for fuel transactions amounting to less/more than the minimum/ maximum amount specified by the Bank, the surcharge levied, will be charged to the Card Account. Any GST levied on Fuel surcharge will have to be borne by the cardholder.

## **7. Cash Advance Limits:**

Union Bank of India Credit Cardholders have been provided with the facility to withdraw cash from any Bank ATM within the assigned limit.



The Bank may at its sole discretion, determine the Credit Limit and Cash Advance Limit and notify the Cardholder about the same.

The available Credit Limit to the Cardholder will be the unutilized value of the Credit Limit at any point of time after taking into account, the balance outstanding, any transaction already done by the Cardholder, but not received by the Bank for processing as on that date and unpaid portion of amount converted for EMI payment.

The Bank at its sole discretion may consider Renewal, Enhancement / Reduction in Credit Limit/ Cash Advance Limit based on proven income as per Bank's policy guidelines.

The total limit will be terminated upon cancellation of the Credit Card.

## 8. **EMI Facility:**

As an alternate to the existing modes of effecting payment of charges incurred and without prejudice to the obligation of the Cardholder to make immediate payment on the incurring of a charge, the Cardholder may seek to avail of the option of paying for certain purchases through Equated Monthly Instalments (EMIs) as will be indicated in the statement sent to the Cardholder. The minimum transaction amount applicable under this facility shall be fixed and intimated by the Bank from time to time.

Any EMI Facility granted by Union Bank of India shall be subject to levy of a transaction fee as may from time to time be fixed by Union Bank of India and intimated to the Cardholder. The initial interest amount, EMI(s) and transaction fees for EMI facilities shall be included as part of the Minimum Amount Due appearing in the monthly statement of Credit Card. The EMI facility will block the available Credit Limit on the Cardholder's Credit Card up to the amount of the facility availed including applicable charges and taxes.

Once a Cardholder has opted for payment by EMIs, any subsequent change will attract a pre-closure charge as may from time to time be fixed by the Bank depending upon the nature of the purchase and will be intimated to the Cardholder.

In case any portion of the billed and outstanding charges are not permitted to be paid in EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry a specified interest charge as may be fixed by Union Bank of India from time to time, which will be intimated to the Cardholder.

The initial interest and EMI payable will be debited to the Card Account on the billing date of every month. Delay in the payment of the initial interest amount or any EMIs by their respective due dates shall attract the then applicable (i) Late Payment Charge and (ii) interest or such charges as mentioned from time to time in MITC. It is hereby clarified that in the event, the Cardholder does not pay or delays in payment of the outstanding dues on his Card, Finance charges at the Credit Card rate of interest, over-limit charges and all such other charges as applicable shall be levied (as per rates mentioned in MITC) on the Card including but not limited to the initial interest/ EMI due, as applicable for that month.

The deduction of the EMI and Late Payment Charges shall be without prejudice to the Bank's right to discontinue the EMI Facility and demand immediate repayment of the entire outstanding balance. Delay in the payment of such outstanding balance shall attract the applicable late payment charge, interest charges till repayment by the Cardholder. For details on all such charges please refer MITC.

The EMI Facility will be available for the following purchases, viz., (a) fresh purchases at eligible Merchant establishment (b) conversions of billed or unbilled purchases at Merchant establishment

before the payment due date. All other debit transactions like cash withdrawals, Card fees and other charges will not be eligible for this facility.

Depending on the nature of the purchase and profile of Cardholder, the Cardholder will be permitted purchases up to or above the 'available Credit Limit' or up to the 'available Cash Limit' as Union Bank of India may determine in its absolute discretion. The expression 'available Credit Limit' and 'available Cash Limit' is the Credit Limit/ Cash Limit from time to time set by Union Bank of India for a Cardholder and notified to a Cardholder.

Gold/Jewellery purchase, ATM Cash withdrawals, fuel transactions and transactions at Bar shall not be eligible for conversion into an Equated Monthly Instalment (EMI) scheme.

The Cardholder acknowledges that the EMI Facility is available at the sole discretion of Union Bank of India and only to select Cardholders and no Cardholder may claim a vested right to avail of such facility and such facility will be available (a) for such period and at such Merchant establishment as Union Bank of India may decide (b) the interest component of the EMIs will be Cardholder specific as decided by Union Bank of India and intimated to the Cardholder (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of EMIs and other payment particulars will be Cardholder specific as Union Bank of India may decide and notify to the Cardholder.

The Cardholder acknowledges that the interest rate applicable on the EMI Facility shall be as per the covenants of the particular installment loan offer.

In the event the Card or EMI facility is closed by the customer, prior to the initial interest or all the installments being charged, the loan principal outstanding, interest accrued till the date of such closure of EMI facility along with the pre-closure charges shall be debited to the Card Account and appear in the monthly statement. Finance charges at the Credit Card rate of interest (For details on interest rates on the different variants of the cards, please refer MITC) and other charges as applicable, will now apply to the total balance. Union Bank of India shall be entitled to demand immediate repayment of such outstanding amounts.

If the Cardholder defaults on payment of any of the EMIs, Union Bank of India reserves the right to foreclose the EMI outstanding and debit the entire outstanding amount. The outstanding amount will be debited to the Card Account as one consolidated amount as part of the Credit Card outstanding and interest will be charged as per regular rate applicable, as intimated to the Cardholder as part of MITC.

Union Bank of India reserves the right to foreclose the loan and debit the entire outstanding amount, if the earlier payments are overdue.

No request for changes in the billing cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenure selected by the Cardholder at the time of request.

Union Bank of India reserves the right to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this facility or not, or to withdraw it altogether with due intimation to the cardholders. Union Bank of India may at its discretion discontinue the EMI facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.

The Cardholder will not hold Union Bank of India responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that a Cardholder may suffer, sustain or incur by way of purchase of goods and services for which payment has been made on the Union Bank of India Credit Card and converted into EMI facility

## 9. **Billing, Statements & Payments:**

### **Billing and Statements:**

Union Bank of India provides the Cardholder the facility to indicate a preferred billing cycle from the options provided by the Bank. Union Bank of India on a best effort basis will try and allot the Cardholder his preferred billing cycle; however, Union Bank of India reserves the right to allot the Cardholder a billing cycle as deemed fit by the Bank.

The Bank will send the Primary Cardholder a Monthly Statement, billing him for all charges incurred by use of the Card(s) including any Add-on Card(s) issued plus all charges wherever applicable. The Statement will give details on the total debit or credit balance, as the case may be, on the Card Account as on the statement date, and also the amount which must be paid and the date by which it must be paid.

The Bank will send a monthly statement to the Primary Cardholder, e-mail or physical, through the delivery mode as specified by the Bank for each billing period. The Cardholder also has the option to choose the mode of delivery for his statements.

All charges incurred in foreign currency will be billed in the Cardholder's Statement in Indian Rupees only. The Cardholder agrees and hereby authorises the Bank to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate increased by a certain percentage mark-up which will be ascertained by the Bank.

It is the responsibility of the Cardholder to take all possible steps to ensure that the Statement is received. Should the Cardholder not receive a Card Account Statement, it is the responsibility of the aforementioned party to notify the Bank immediately, by phone or in writing, of this. Furthermore, Bill can be generated through VYOM app., Union Credit Card App., bank's credit card website <https://unioncards.unionbankofindia.co.in/> or visiting bank's nearest branch.

If the Cardholder does not receive a Statement, this will not give the Cardholder the right to refrain from payment to the Bank the total amount due as on the Statement date. It is the responsibility of the Cardholder to contact the Bank to determine the amount due for payment.

The Cardholder agrees that it is his responsibility to notify the Bank in case of non-receipt or discrepancy in his monthly statement within 7 days of his statement billing date. In case the Cardholder does not notify the Bank of any such event, the statement will be deemed to have been delivered and conclusive.

In addition, it is the responsibility of the Cardholder to ensure that all contact details (postal address and E-mail ID) supplied to the Bank for the purpose of distributing Card Account Statements, are up to date and correct at all times.

The Bank will only provide duplicate statement Copies for previous months on a chargeable basis as disclosed by the Bank from time-to-time in its MITC.

The Statement provided by Union Bank of India will carry details of:

- The amount outstanding as at the billing date - "Total Dues" depending on transactions/charges posted on the Card.
- The "Minimum Amount Due" - a portion of the outstanding balance as determined by Union Bank of India from time-to-time.
- The "Payment Due Date" - the date by which the payment made by Cardholder towards the outstanding balance must be received by the Bank.
- Details of transactions settled during the bill period.

### **Disputes on Statement Transactions:**

Since erroneous transactions debited against the Card Account can only be amended within a limited time period, it is the responsibility of the Cardholder to examine the Card Account Statement for errors timely.

If the Cardholder disputes any item or entry shown on the Monthly Card Account Statement, the Cardholder must notify the Bank, in writing, within 15 (fifteen) days after the date of the Statement on which the transaction first appears. If this is not done, the Statement will be deemed to have been delivered and conclusive and the Cardholder will not have any claim against the Bank for any errors or omissions.

### **Payments:**

The Cardholder acknowledges that the Cardholder will owe and make payment to the Bank for all charges incurred by the use of the Card(s) including all Add-On Card(s), plus all charges provided for in this Agreement.

Each month the Cardholder may pay as much as he/she wishes towards the 'Total Amount Due' shown on the Statement of Account, provided the payment is not less than the amount shown on the Statement of Account as the 'Minimum Amount Due'. If the Cardmember does not wish to pay the 'Total Amount Due' shown on the monthly Statement of Account he/she can avail of the Revolving Credit Facility and will need to pay only the Minimum Amount Due as shown on Statement of Account. All payments must be made prior to the due date, irrespective of whether or not Statement has been received by the Cardmember. Non-receipt of a Statement will not be considered a valid reason for non-payment. In the event that the Cardholder has not received the Statement, he/she can view the bill amount to be paid via. Credit Card Mobile App, Vyom App, Internet Banking, Credit Card web Portal etc.

In case customer opts for an Equated Monthly Instalments (EMI) facility, the EMI amount in full will be included as a part of the Minimum Amount Due appearing in the Monthly Statement.

All payments are to be made in Indian Rupees only. The Cardholder has the following modes/options for payment of credit card dues: 1. UPI: VPA and QR code are mentioned in statement delivered to the cardholder by email/post for payment through UPI. 2. Online Funds Transfer from a non-Union Bank of India account using NEFT/RTGS/IMPS facility. 3. Bill Desk: Cardholder can pay credit card dues through Bill Desk on bank's credit card website <https://unioncards.unionbankofindia.co.in/> 4. Cardholders can pay through Internet Banking facility. 5. Cash / Cheque / Draft: Payment of Credit Card bills are accepted in cash or cheque or any other Bank cheque/DD across the counter at all Branches of Union Bank of India. 6. Cardholders can also pay the credit card dues through Bharat Bill Payment System (BBPS) enabled channels. Bharat BillPay transaction can be initiated through multiple payment channels like internet banking, mobile banking, mobile wallets etc. 7. Standing Instruction: Customers can opt for standing instructions / Auto debit for payment of "Total bill amount" OR "Minimum Payment Due" from their linked Operative Account. Sufficient balance is to be maintained in such Operative account to execute the Standing instruction on due date.

A purchase and a subsequent cancellation are two different transactions. The Cardholder must pay for the purchase transactions that appear on the Monthly Statement to avoid late payment fee or any other charges. The refund will be credited to the Card Account (less cancellation charges, if any) as and when these are received by the Bank. If the credit is not posted to the Card Account within 30 days from the date of the transaction, the Cardholder should notify the Bank immediately.

In case of any delay in payment or if the Cheque/ Draft is dishonoured or in the event of contravention of the terms and conditions stated in this agreement, the Bank at its own discretion, will be entitled to withdraw the credit facility immediately without notice to the Cardholder, cancel or suspend all Card(s) issued and, the full outstanding balance will become immediately due and payable.

The Bank will levy a fee in case of any dishonoured or returned Cheque/Draft. The fee in respect of a returned instrument will be determined by the Bank from time-to-time.

The Bank is entitled at its discretion to undertake all necessary measures to recover the money and this may include filing a criminal case under the Negotiable Instruments Act, 1881.

The Cardholder accepts that the Bank or its appointed representatives, may at any time, follow up with him for payment against charges earlier incurred on the Card.

The Cardholder also agrees to pay all costs (including legal costs) for collection of all dues and all charges incurred by the Bank for related and incidental matters, including but not limited to charges for renewal/replacement of a Card, for a duplicate Statement/Sales Slip, transaction fee for Cash Advance, collection charges for outstation Cheques, penal fees for returned payments and similar expenses, and in the event of legal action initiated, all legal expenses and the principal amount with interest.

## **10. In Case of Default**

Occurrence of one or more of the following instances shall constitute an event of default. On the occurrence of such instances, the Bank will, at its sole discretion, have the right to block/ close the Account.

- If any delay shall have occurred in payment of any dues under the Card and/ or in payment of any other amounts (including special payment plans such as rewrites/ settlements) or any part thereof due and payable to Union Bank of India in terms of these Terms and Conditions and such dues or other amount remains unpaid beyond the Payment Due Date, or default in payment of any amount which is due or may become due under the terms and conditions of some other advance/loan facility availed by the Cardholder from the Bank.
- If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Cardholder under these Terms and Conditions.
- If any information given by the Cardholder to Union Bank of India in the Card application or otherwise is found to be misleading or incorrect in any material respect/ falsified information/ misinterpretation of facts/ fabricated documents.
- If the Cardholder fails to furnish any information and/ or documents to the Bank that may be required to be furnished by the Cardholder in accordance with the relevant laws or regulations or any other appropriate information/ and or documents (including any proof of identification documents and/ or photographs) as may be required under the Bank's/ RBI's guidelines on Know Your Customer ("KYC")/ Anti-Money Laundering ("AML")/ Combating of Financing Terrorism ("CFT") purposes, which the Bank may reasonably request from time to time.
- If any payment is not received on or before due date.
- The information regarding deceased cardholder received through any other persons or bank officials, Bank will cancel/block all cards of primary cardholder and/or add on cards upon verification of death and recover the dues as per extant recovery guidelines of the bank.
- If the Cardholder makes a default in performance of any of the terms, covenants and conditions of any loans/ facilities, including but not limited to other credit card(s) provided by Union Bank of India or any other banks, financial institutions or entity, to the Cardholder.

- If the Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardholder declaring him an insolvent.
- There occurs any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of Union Bank of India prejudicially affects the Bank's interest.
- If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/ violation of any law or regulations or code of conduct, etc., are taken against the Cardholder.
- There exist any other circumstances which, in the sole opinion of the Bank, jeopardizes the Bank's interest.
- Without prejudice to all other rights Union Bank of India may have under these Terms and Conditions, on the occurrence of an Event of Default, the Cardholder shall be sent reminders from time to time by Union Bank of India /third parties appointed by the Bank for settlement of any outstandings on the Account or for taking any remedial action on the Account/ Cardholder, by visits (of representatives of Union Bank of India/ third parties appointed by the bank in this regard), post, telephone, email, phone or SMS messaging. Any third-parties so appointed shall fully adhere to the code of conduct on debt collection.

In the event of the Cardholder committing any act of default and/ or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Cardholder and the Bank, the Bank shall be entitled at its absolute discretion to inter alia:

- Call upon the Cardholder to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardholder to the Bank under these Terms and Conditions and/or any other agreements, documents or instruments between the Cardholder and the Bank.
- Exercise the Bank's right of lien and set-off all monies and accounts standing in the Cardholder's name in the Bank.
- Without prejudice to the above, the Bank shall have the right to proceed against the Cardholder independent of any right of lien/ set-off to recover the outstanding dues from the Cardholder.
- If any dues or outstandings payable by the Cardholder to the Bank hereunder remains due and payable, the Cardholder shall be reported to the Reserve Bank of India or any other authority as required under the applicable regulations/ laws. If requisite payment is made, the record will be updated in the subsequent refresh to the Credit Information companies (CICs).
- Reversal of reward points so credited by Union Bank of India and not redeemed by the cardholder and all benefits/ privileges accrued on such reward points shall stand withdrawn and/ or any other measure as the Bank may deem fit and proper.

The Cardholder expressly accepts that if the Cardholder fails to pay any amount when due or which may be declared due prior to the date when they would otherwise have become due or commits any other default under any agreement (including these Terms and Conditions) with Union Bank of India under which the Cardholder is enjoying any financial/ credit/ other facility, then in such event Union Bank of India shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardholder's/ Customer's agreements (including these Terms and Conditions) with Union Bank of India, at the sole discretion of Union Bank of India including, without limitation, termination of such financial/ credit/ other facility under any agreement (including these Terms and Conditions). Union Bank of India may, at any time and without notice to the Cardholder(s), combine and consolidate all or any of the Cardholder(s) accounts with liabilities to Union Bank of India and set

off or transfer any sum or sums standing to the credit of any one or more of such an account or exercise lien/ banker's lien over any property held by Union Bank of India in any other respect whether such liabilities be actual or contingent, primary collateral and several or joint.

## **11. Insurance Coverage**

The Cardholder may be offered various insurance benefits from time to time by Union Bank of India through a tie up with an insurance company. In all cases of claim, the insurance company will be solely liable for settlement of the claim and the Cardholder will not hold Union Bank of India responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the terms of the provisions below, the insurance company will be absolved of all its liabilities by releasing approved dues to the nominee of the Cardholder whose name and signature, duly witnessed, appears on the insurance nomination form forwarded by the Cardholder to the insurance company directly or through Union Bank of India . Any change in the nomination will be informed to Union Bank of India by the Cardholder in writing. The Cardholder further acknowledges that the insurance benefits so provided will be available to the Cardholder only so long as the Cardholder is and remains a Cardholder of Union Bank of India with his / her Card Account being good and regular and no event of default has occurred. The Cardholder further agrees that the insurance claim proceeds may be placed in Escrow by the insurance company at the direction of Union Bank of India until satisfactory discharge of all outstanding liabilities on the Card by the Cardholder. In the event of the Card facility being terminated for whatever reason, all such insurance benefits shall automatically and ipso facto cease to be available from such date of cessation of membership. Union Bank of India may at any time (at its sole discretion with due notice) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on Union Bank of India to continue these benefits.

In addition to terms and conditions as may be stipulated by the concerned insurance company providing insurance cover/ facilities, for the purpose of these Terms and Conditions, the following additional terms and conditions shall govern such insurance cover:

- Insurance cover may vary from card to card. The Cardholder understands that he/she is required to check and understand the specific complimentary insurance cover provided to the Cardholder under the specific Union Bank of India Credit Card.
- Insurance cover is not provided by Union Bank of India. Exclusions/ limitations and claim process are applicable as per policies issued by the concerned insurance company. The Cardholder specifically acknowledges that Union Bank of India will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardholder. The Cardholder acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/ matters and the Cardholder shall not hold Union Bank of India responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of Union Bank of India and no communication in this regard will be entertained by Union Bank of India .
- The Cardholder acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of Union Bank of India with his Account being maintained in good standing and on the credit card facility being withdrawn for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of credit card facility. Further, the Cardholder also

agrees that even during the continuation of his/her credit card facility, Union Bank of India may at any time with prior notice (in its sole discretion and/ or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on Union Bank of India to continue this benefit.

- Benefits indicated in the concerned insurance policy shall be the maximum amount for which the Cardholder will be entitled in the event of any loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.
- Cardholder further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of Union Bank of India until satisfactory discharge of all outstanding liabilities on the Card by the Cardholder.
- For claim under Free Accidental Death Insurance coverage (premium borne by NPCI) provided by NPCI on RuPay credit cards, Minimum one successful transaction at any POS using physical RuPay Credit Card or an e-commerce transaction done using details of RuPay card, both Intra and Inter-bank i.e. on-us or off-us within 30 days prior to date of accident, including date of accident. UPI transaction or ATM transaction is not covered. Any terms and conditions of Free Accidental Death Insurance (provided by NPCI) may change from time to time
- Up to 3 Add-on cardholders other than the primary cardholders are eligible for insurance after the consent from the Primary cardholders and payment of premium. However, add-on cardholders can be covered only if primary cardholder is covered.
- The premium for add-on cardholders will be debited from the respective card account with the consent of Primary cardholders.
- In case premium is debited for only one person, the primary cardholder will be taken as insured and other add-on cardholder will be considered as uninsured and no claim will be entertained towards uninsured persons.
- For newly issued cards, if cardholder opted for the insurance coverage, bank will debit the premium from Credit Cardholders' card account on the date of activation of Credit Card and hence, the Cardholder will be covered from the date of premium debited from Credit Cardholders Account.
- Once cardholder has opted for insurance coverage, the insurance (policy) shall be renewed every year and renewal premium shall be paid to the Insurer on or before the date of expiry of the existing insurance policy or of the subsequent renewal thereof. The Insurer shall not however, be bound to give notice that such renewal premium is due.
- When a Cardholder holds multiple Credit Cards, the maximum overall limit is as per the specific Terms and Conditions of the insurance company with whom Union Bank of India has a tie up. All schemes are made available to the Cardholders by insurance company with whom Union Bank of India has a tie-up. The Bank reserves the right to change/ alter/ modify with due notice to the Cardholder, the insurance company/ scheme in part/ full.
- Cardholder agrees that Union Bank of India is not responsible or privy to the services offered by the insurance company and the Bank also does not guarantee any representation for quality of service rendered by the insurance company. Cardholder agrees to indemnify the Bank and keep the Bank indemnified from all costs/expenses/losses/charges, etc., of whatsoever nature incurred by the Bank as a result of disputes or differences that may arise so far as the services rendered by the insurance company to the Cardholder are concerned and shall not hold the Bank liable for any compensation or litigation that may ensue in the event of any dispute, shortfall or deficiency in the services so rendered.

## **12. Termination/ Revocation of Card Account:**

In the event of breach of any of the Terms and Conditions by any Cardholder:



- Notwithstanding any other provision of these Terms and Conditions, the Cardholder shall remain liable for any loss/expenses/charges/costs/penalties incurred or caused to the Bank, directly or indirectly resulting from such a breach
- The Cardholder shall be liable to pay Union Bank of India, upon demand, all amounts outstanding from the Cardholder to the Bank, whether due and payable to Bank at the date of such demand or not.

The Cardholder can initiate Card Closure at any point of time, by writing to Union Bank of India or intimating the request for closure to the Bank's 24\*7 Call Centre. For avoiding misuse, it is advised to destroy the Card by cutting it into several pieces ensuring that the hologram, EMV Chip and magnetic strip are destroyed permanently. In the event the Charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not Union Bank of India has been intimated of the destruction of the Card. The Card termination shall only be effective once Union Bank of India receives the payment of all amounts due and outstanding in respect of the said Card Account. No annual, joining, renewal fees or any other charges billed to the Cardholder shall be refunded. The facility of an Additional Card will stand terminated in case of termination of credit card facility of the Primary Cardholder.

If a credit card has not been used for a period of more than one year, the process to close the card shall be initiated after intimating the cardholder. If no reply is received from the cardholder within a period of 30 days, the card account shall be closed by the Bank, subject to payment of all dues by the cardholder. The information regarding the closure of card account shall also accordingly be updated with the Credit Information Company/ies within a period of 30 days.

The privileges of the Credit Card may be withdrawn and the Credit Card cancelled by Union Bank of India at any time, including on the occurrence of an Event of Default (in its absolute discretion and with due notice thereof to the Cardholder or assigning any reason therefor) either temporarily or permanently.

Union Bank of India may at any time, with due notice, as to the circumstances in Bank's absolute discretion, close the Card Account. The Cardholder expressly acknowledges and accepts that if the Cardholder holds two or more Card Accounts with Union Bank of India, being governed under these Terms and Conditions and defaults in making payments due to the Bank under one of the Card Accounts, Union Bank of India is authorized to block the Credit Limit as made available to the Cardholder under all other Union Bank of India's Card Account/s as well as withdraw such privileges/ benefits as made available under all such Card Account/s, till such time the defaulting Card Account is regularized by the Cardholder. The Cardholder also agrees and acknowledges that Union Bank of India shall not be required to provide any additional notice for the above.

Upon termination of the Credit Card for any reason whatsoever, whether at the instance of the Cardholder or Union Bank of India, and notwithstanding any prior agreement between Union Bank of India and the Cardholder, the total of all the charges then outstanding, whether or not already reflected in the statement shall become forthwith due and payable by the Cardholder as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time. It is expressly understood that the Account will not be considered as closed by the Bank until the Cardholder has paid all such due amounts.

Union Bank of India, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/ or cancel the Card at any time and inform the same to the cardholders. In case of a temporary withdrawal, the privileges may be reinstated by the Bank at its sole discretion. In case of a permanent withdrawal, Bank has a right to refuse membership to the Cardholder permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services

attached to the Card. In the event of such temporary or permanent withdrawal, the Cardholder shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by the Bank.

Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Cardholder agrees to surrender the Card to Union Bank of India, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges or closure of Card Account is fraudulent and subjects the Cardholder to all possible legal actions under law for using the Card in any manner after such withdrawal of Card or closure of Card Account.

The Cardholder specifically acknowledges that once his/her Card is closed, the privileges (including but not limited to all benefits and services accrued reward points not redeemed) of the Credit Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Union Bank of India. The Cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the Cardholder might receive during the normal course.

If the Bank exits an arrangement with a co-brand/scheme partner of certain Credit Card(s) or any Card product proposition, the Bank shall intimate the Cardholder of the same in advance and provide an option to the Cardholder, on best effort basis, to switch to an alternate Credit Card. If the Cardholder is not contactable or if the Cardholder's decision is unavailable by the end of a designated period, the Bank shall have the right to convert the current Card of the Cardholder to an alternate Card to avoid any inconvenience to the Cardholder that may arise due to discontinuance of the concerned card/ Card product that the Cardholder held. If during the transition from one Card to another, there is no change in terms and conditions, the Bank can exercise its right to convert the existing Card of the Cardholder to the new Card with due formation. However, post conversion, Bank may intimate the same. In either of the cases, switch to alternate Credit Card product is subject to the Bank's internal policy.

In case Union Bank of India notices unusual and abnormal transaction patterns in the use of the Card, the Bank will try to establish contact with the Cardholder on the registered phone number of the Cardholder available on its records to verify the bonafides of the Card transaction. In the event of failure on the part of the Bank to establish contact with the Cardholder, the Bank may restrict/ terminate the use of the Card without any further notice, if the Bank reasonably believes it necessary in the interest of the Cardholder and for security reasons.

Union Bank of India may also terminate the use of the Card at any time with due notice, if it considers it necessary for business or security reasons, which may include but not be limited to delay in payments, usage beyond the credit limit, returned cheque, improper use of Credit Card (for Foreign Exchange trading, business use, etc.), misleading or incorrect information/ documents given along with Card application or otherwise, failure to furnish information or documents as required by relevant laws/ regulations (including identification documents) as may be required under the Bank's/ RBI's Know Your Customer (KYC)/ Anti-Money Laundering (AML)/ Combating of Financing Terrorism (CFT) guidelines, if the Cardholder is involved in any civil litigation or criminal offence/ proceedings by any authority, court of law or professional body or association.

With a view to ensure that the Credit Card is being used as per the regulatory guidelines, Terms and Conditions and applicable policies of Union Bank of India, Bank shall have a right to run periodic checks on the Credit Card usage to identify whether there is excessive utilization of credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive utilization at few select merchants, possible collusion with merchant and/ or usage towards non-personal/ business related requirements, over-use/ misuse of features/ offers/ programs towards

accumulation of undue reward points/ cash back/ other benefits amongst others. Based on the usage patterns, if any of these is suspected by the Bank, Bank may take restrictive action on the Credit Card. Such action can be with immediate effect and may include but not be limited to withdrawal of features/ benefits as well as complete termination of the Credit Card. If any such action is taken by the Bank onus will be on customer to provide satisfactory proof of bonafide usage to reinstate the Credit Card and attached features/ benefits as may be deemed fit by the Bank. Union Bank of India's decision in this regard shall be final and binding on the Cardholder.

The death or incapacitation of a Cardholder shall automatically cancel the Credit Card issued to the Cardholder as well as to any Add-on Cardholders. The Credit Card Account would also be liable to be suspended on instructions from any government/ regulatory body. All amounts outstanding on the Credit Card Account shall be deemed to have immediately become due on death or incapacitation as the case may be. Union Bank of India reserves the right to pursue all courses available to it under law and equity at its discretion, to recover any amount outstanding in the Card Account(s) and any outstanding, including recovery of the Card outstanding from any applicable insurance cover or from the heirs/ executors/ administrators of the Cardholder.

Under any circumstance of termination/ cancellation/ revocation of the Card, the entire Card outstanding dues and loans/ EMI facilities linked to Credit Card will immediately become due. The outstanding will include all amounts due to Union Bank of India under this Agreement, including all transactions and other amounts not yet charged to the Account. No annual, joining, renewal fees or any other charges billed to the Cardholder shall be refunded. The Cardholder may continue to receive monthly statements, reflecting the actual outstanding, even after closure of the Card Account.

### **13. Loss / Theft / Misuse Of Card:**

In case the Card is lost, stolen, misplaced, mutilated, not received when due, if Cardholder suspects that the Credit Card is being used without his/her permission or if someone else knows the PIN or other security information, the Cardholder should contact Union Bank of India immediately by calling the 24x7 National Toll-free Number-1800 425 1515/1800 208 2244/1800 425 3555. The Cardholder is advised to file an FIR with the local police station so that the Cardholder can produce its copy whenever requested by the Bank.

Union Bank of India is not liable or responsible for any transaction incurred on the Card Account prior to time of reporting of the loss of the card, and the Cardholder will be wholly liable for the same. Once Union Bank of India receives proper notification of the loss, Cardholder is not liable for any future transactions on the Card Account. In case of an unsigned Card, Cardholder shall be liable for all charges incurred on it.

The Cardholder will be liable for all losses in case of misuse of the Card by someone who obtained the PIN or the Card with the consent of Cardholder or Add-on Cardholder. If the Cardholder has acted fraudulently, the Cardholder will be liable for all costs, charges, expenses and losses in the Card Account or which may be incurred by the Bank. If the Cardholder acts without reasonable care, the Cardholder may be liable for all losses incurred.

In the event any amount is charged by the merchant/ member bank, which is due and payable by the cardholder, whether disputed or not, the Cardholder is liable to make the payment to the Bank as per the billing cycle as applicable to the customer. In addition, thereto, where Union Bank of India has made the payment, the bank is entitled to recover the said amount from the customer. Further, where the amount is in dispute, the customer shall be required to make the payment of the same as per the billing cycle and shall not wait for the outcome/ decision of the dispute. The said right of Union Bank of India to recover and the liability of the customer to make payment shall be valid and subsisting

irrespective of the fact that the existing relationship of the customer has ceased with Bank and/ or the Card has been suspended/ closed for any reason whatsoever.

The Cardholder is responsible for the security of the Card and mobile device which has the mobile number registered with Bank to receive OTP and shall take all steps towards ensuring the safekeeping thereof. The PIN (Personal Identification Number) issued to the Cardholder for use with the Credit Card or any number chosen by the Cardholder as a PIN should be known only to the Cardholder. It is for the personal use of the Cardholder and it is non-transferable and strictly confidential. A written record of PIN should not be kept in any form, place or manner that may facilitate its use by a third-party. The Cardholder should not handover/share the card/ PINs/ OTP to the third-party even if the person is claimed to be representative from Union Bank of India or to merchant establishment, under any circumstances or by any means, whether voluntary or otherwise. In the event Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card or financial liability incurred due to misuse of OTP/ PIN for any reason whatsoever including but not limited to stolen or lost mobile device or SIM Card would rest with the Cardholder and could even result in cancellation of the Card Account. The Cardholder acknowledges and agrees that he will be liable for all losses in the event he has acted fraudulently or negligently. Further, if the Cardholder acts without reasonable care, the Cardholder agrees that he shall be liable for all losses incurred as a consequence thereof. This may apply if the Cardholder fails to follow the safeguards as specified by Union Bank of India in these Terms and Conditions, the MITC or the Key Fact Statement or otherwise. Union Bank of India and/ or its staff/ employees shall not be responsible or liable for any compromise with the Card/ PIN/ OTP/ Phone/ SIM.

Union Bank of India reserves the right to block the Credit Card on suspected risk of compromise in order to protect the interest of the Cardholder and to avoid misuse in any manner of the Card Account. Union Bank of India may, without referring to the Cardholder or any Add-on Cardholder, give the police or other relevant authorities any information that the bank considers relevant about the loss, theft or misuse of a Card or PIN.

Once a Card is reported lost, it should not, under any circumstance be used if found by the Cardholder subsequently. If found, Cardholder must destroy the Card by cutting it into several pieces ensuring that the hologram, EMV Chip and magnetic stripe are destroyed permanently. The Cardholder shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card (if requested) within seven working days from the date of receiving request. The charges as applicable if any.

Cardholder agrees to fully cooperate with the Bank, the representative of the Bank, and/ or legal authorities in the event of an investigation into any disputed transaction or loss/theft/misuse of the Card.

#### **14. Disclosure**

The applicant expressly authorizes the Bank as under.

“To disclose, from time to time any information relating to my/our/the card/s including any default or payments to any other card issuer, CIBIL/Experian or any credit information bureau, financial institution, subsidiary, affiliate or associate of Union Bank of India and to any third party engaged by Union Bank of India for purposes such as Marketing, Verification, Recovery or follow-up of card dues and to improve functionality and stability of the financial system”.

The Bank also reserves the right to disclose, in strict confidence to other institutions, such information concerning the Card Account as may be necessary or appropriate in connection with its participation in any Electronic Funds Transfer network.

The Cardholder agrees that the Bank may, at its discretion, videotape or record on camera the Cardholder's access/presence/use of the Bank's facilities at its premises/machines/equipment's and the Bank may rely on footage of such clippings as evidence in any proceedings.

The use of the Credit Card at ATM / CASST / Touch Access Banking Terminal / EDC-POS / other devices shall constitute the Cardholder's express consent:

- to the collection, storage, communication and processing of identifying and Card Account balance information by any means necessary for the Bank to maintain appropriate Transaction and Card Account records;
- to the release and transmission to participants and processors in the Bank ATM network/other networks of details of the Card Account and transaction information and other data necessary to enable the Card to be used at an ATM/other device;
- to the retention of such information and data by the said participants and processors in the Bank/other networks;
- to the compliance by the said participants and processors in the Bank ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.
- to the disclosure of information to third parties about the Card Account(s) or the transactions done through the use of the Card or personal particulars where it is so necessary for completing transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the Cardholder has raised; and/or in order to satisfy the bank's internal data processing requirements.
- The Cardholder agrees to provide the Bank information that the Bank requires from the Cardholder by law or regulation, or any other appropriate information that the Bank may reasonably request from time-to-time.
- The Cardholder expressly recognises that the Bank has full authority and power to sell or transfer or assign all outstanding/dues on his Card Account to any other third party including financial institutions. The Bank shall duly notify the Cardholder of any such change by way of a written communication. The Cardholder will thereon be obligated to pay all outstanding amounts to the third party and will be relieved of obligations to Union Bank of India.

## **15. Exclusion of Liability**

Without prejudice to the remedies available to Union Bank of India and these Terms, Union Bank of India shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- any defect in any goods or services supplied;
- the refusal of any person / merchant establishment to honour or accept a Card; Such instances can be brought to the knowledge of bank for information.
- the malfunction of any computer terminal; the giving of Transaction Instruction by any person other than by a Cardholder;
- handing over of the Card by the Cardholder to anybody other than Union Bank of India or its representatives;
- Union Bank of India exercising its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face;
- the exercise by Union Bank of India of its right to terminate any Card and the Card Account;
- any injury to the credit character and reputation of the Cardholder alleged to have been caused by the repossession of the Card and / or, any request for its return or the refusal of any merchant establishment / mail order establishment to honour or accept the Card;

- any misstatement, misrepresentation, error or omission in any details disclosed by Union Bank of India;
- in the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by Union Bank of India or any person acting on behalf of Union Bank of India, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

The cardholder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail provided by the cardholder while applying for the Credit Card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by Union Bank of India or otherwise. The cardholder accepts that timelines, accuracy and readability of alerts sent by Union Bank of India will depend on factors affecting other service providers engaged by Union Bank of India or otherwise not under the Bank's control. Union Bank of India shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the cardholders.

#### **16. Right to Set-Off:**

Union Bank of India shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other account(s) of the Cardholder and/ or Add-on Cardholder maintained with Union Bank of India, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of Union Bank of India (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Cardholder in any capacity) towards the satisfaction of the Cardholder's liability under his/her Card Account. Union Bank of India is entitled with due notice to the Cardholder, to settle any indebtedness whatsoever owed by the Cardholder to Union Bank of India (whether actual or contingent, or whether primary or collateral, or whether joint and/ or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/ or transferring monies lying to the balance of any account(s) held by the Cardholder and/ or Add-on Cardholder with Union Bank of India notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Union Bank of India's rights hereunder shall not be affected by the Cardholder's bankruptcy, death or winding-up. It shall be the Cardholder's and/ or Add-on Cardholder's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

In addition to the above mentioned right or any other right which Union Bank of India may at any time be entitled whether by operation of law, contract or otherwise, Union Bank of India is authorized/ will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Cardholder with or to any branch of Union Bank of India (b) to sell or otherwise dispose of any of the Cardholders' and/or Add-on Cardholders' securities or properties held by Union Bank of India by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/ appropriate from the proceeds derived therefrom the total amounts outstanding to Union Bank of India from the Cardholder, including costs and expenses in connection with such sale or disposal and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of Union Bank of India.

Without prejudice to the above, Union Bank of India shall have the right to proceed against the Cardholder independent of any right of lien/ set-off to recover the outstanding dues from the Cardholder.

## **17. Rewards Program:**

Union Bank of India Credit Cards have the feature of accruing reward points which may vary from Card to card. Cardholder can accrue Reward Points against his/ her retail spends as per the feature of the specific Credit Card.

Reward Points will be offered only for purchases made on the Credit Card except for purchase transactions done at select merchant categories. Please refer to your Credit Card feature details given on the Union Bank of India website for updated list of such excluded merchant categories.

When the Cardholder obtains a refund or reimbursement for charges previously incurred (for example, for returned merchandise or a cancelled transaction), a credit will be issued to the Card Account. Such credits posted to the Card Account including but not limited to those arising from returned goods or services or cancelled transactions, will reduce the Reward Points accrued to the Card Account referable to the adjustments.

The Bank's computation of Reward Points shall be final, conclusive and binding on the Cardholder and will not be liable to be disputed or questioned.

Reward Points have no monetary value, except in respect of the value assigned by the Bank, are not convertible and can only be redeemed for items as per Reward redemption scheme/catalogue. The obligation, if any, to provide Reward Points in accordance with the Terms and Conditions, the Reward redemption methods, is of the Bank and the Cardholder will have no recourse against any Merchant Establishments in respect of Reward Points recorded in the Cardholder's Reward Points Record. There will be no refunds for Reward Points that are redeemed. Reward Points may not be transferred or sold.

Reward Points will accrue monthly, based on the relevant Card Account billing cycle and use of the Card or Card Account in the previous month. The Bank expressly reserves the right at its discretion to, at any time, establish additional means of accruing Reward Points, to delete any or all of the means currently recognised or to exclude specific types of transactions from accumulation of Reward Points.

Reward Points earned by the Cardholder are subjected to an expiry.

A Cardholder is eligible for the Rewards Program only as long as his/her Card Account and all linked accounts are valid and in good standing.

Purchases on the Add-on Credit Cards will also accrue Reward Points. However, these Reward Points can be redeemed only by the Primary Cardholder.

A Cardholder cannot transfer his/her Reward Points to another Cardholder or to another Credit Card.

Information regarding minimum/ maximum points required for redemption and Reward Redemption methods shall be mentioned and updated on the bank website. The Bank reserves the right to change the minimum/ maximum number of Reward Points and Reward Redemption methods with due notice to the cardholders.

Union Bank of India reserves the right to wholly or partly modify the Rewards Program. Union Bank of India also reserves the right to change the Reward Redemption Points, withdraw Reward Points, Reward Redemption methods/ options or vary any of the terms and conditions therein, in its absolute discretion and with prior notice to the Cardholder.

In the event of the Credit Card being closed by the bank or voluntarily closed by the Cardholder, the Reward Points that are accumulated in the Card Account will automatically lapse.

The Bank gives no warranty (whether expressly or implied) whatsoever with respect to products/ services (including as to quality/ suitability) acquired by the Cardholder under the Rewards Program

Union Bank of India reserves the right to alter/ modify/ remove altogether any or all of the above with due intimation to the Cardholder through the Bank's website and by other acceptable modes of communication.

## **18. Miscellaneous:**

Union Bank of India reserves the right to offer to select Cardholders, certain facilities, memberships, offers and services at such fees and on such terms and conditions as it may deem fit. Union Bank of India reserves the right to waive or reduce the fees and to withdraw such benefit at any time with due intimation and without liability to the Cardholder. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. Union Bank of India shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by Union Bank of India, or a Merchant Establishment or any other third-party.

Union Bank of India reserves the right to use the information provided by the Cardholder on his application and during surveys, information from Affiliate partners, Agencies or any other external sources including consumer reports, information from usage of Credit Card and/ or any other information available with the Bank for marketing activities carried out by Union Bank of India/ Affiliates. Union Bank of India may use this information to develop mailing lists that may be used by companies with whom Union Bank of India shall work to develop marketing offers for the Cardholders. Union Bank of India reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions/changes in any manner as deemed appropriate. The Cardholder will be bound by such revisions/ changes unless the Card is returned to Union Bank of India for cancellation before the date on which the revisions/changes are made.

The Cardholder shall comply with all such terms and conditions as Union Bank of India or its Affiliates may prescribe from time to time for facilities/ services availed of by the Cardholder. All such transactions carried out by cardholder effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Union Bank of India or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by Union Bank of India or its Affiliates for such facilities/ services, as may be prescribed from time to time.

The Cardholder also agrees that to comply with statutory/ regulatory requirements, Union Bank of India may ask Cardholder to submit latest/ updated KYC documents at periodic intervals as may be required by the Bank.

The Cardholder agrees that if at any time it is discovered that there are any amounts due to the Bank from the Cardholder against any Credit facility, then the Bank shall have the absolute right to hold the No Objection Certificate (NOC) against any/ all such facilities, without any prior notice.

The Cardholder agrees that the Bank shall be entitled to, at any time, in its discretion, recall the credit card facility by giving to the Cardholder a notice in writing. It is specified that the repayment



schedule set out in is without prejudice to the Bank's right to recall the entire credit card facility and to demand payment of the credit card facility. Upon the expiry of the period of notice, if any given, the entire outstanding amount/ credit card facility immediately stands repayable by the Cardholder to the Bank.

The Cardholder/Cardholders agree/s that any disputes in respect of any issues arising out of the terms and conditions herein and/or card usage, shall be referred to the non-exclusive jurisdiction of courts in Mumbai, India and shall be governed by and construed in accordance with the laws of India.

The Cardholder further acknowledges that Bank may at its sole discretion, choose to refer the dispute to a sole arbitrator, appointed by the Bank, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as and when amended, or its re-enactment. The arbitration proceeding shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties.

The arbitration proceedings shall be held at Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank. (OR) The Arbitration proceedings may also be held through Video conference. To attend any hearing ordered by the arbitrator/arbitral tribunal, the following shall apply:

- a) Any such hearing shall be held via video conference upon the order of the arbitrator/arbitral tribunal.
- b) The parties agree that no objection shall be taken to the decision, order or award of the arbitrator/arbitral tribunal following any such hearing on the basis that the hearing was held by video conference.

The Bank reserves the right to vary any of the above Terms and Conditions of the Cardholder Agreement from time to time with due intimation to the Cardholder. Changed Terms and Conditions shall be communicated through the Bank's website and by other acceptable modes of communication.

**Address:**

Credit Card & MAB Department,  
Union Bank of India, Central Office,  
6th Floor Mafatlal Centre,  
239, Vidhan Bhavan Marg, Nariman Point,  
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Toll-free helpline number: 1800222244 / 18004251515 / 18002082244  
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