



# The Surat People's Co-op. Bank Ltd.

Estd.: 1922

Multi State Scheduled Bank

## TERMS AND CONDITION FOR THE DEBIT CARD

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by The Surat People's Co-Op Bank Ltd. to Accountholder and/or any person as may be specified by the Accountholder. These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by The Surat People's Co-Op Bank Ltd. from time to time. All annexure to the Terms shall form an integral part of the Terms.

### DEFINITIONS

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

**Account/s** means Cardholder's savings and/or current account designated by the Bank to be eligible account/s for operations through the use of the Card.

**Account Statement** means a statement of account or the passbook issued by the Bank to a Cardholder setting out the transactions carried out and balance in the Account as on a given date, and any other information the Bank may deem fit to include.

**ATM** means any Automated Teller Machine in India, whether of the Bank or of a specified Shared Network, at which, amongst others, the Cardholder can use his Card to access his funds in his Account held with the Bank

**The 'Bank'** means The Surat People's Co-op. Bank Ltd., Regd./Central Office: "Vasudhara Bhavan", Timaliyawad, Nanpura, Seurat - 395001.

**Card** means The Surat People's Co-Op Bank Ltd. debit card issued to the Accountholder in India and/or any other person specified by the Accountholder to The Bank.

**Cardholder** means customer of the Bank to whom the Card is issued and who is authorised to hold the Card.

**Internet Website** mean websites of the Merchant Establishments wherever located which honour the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and DEFINITIONS: shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations etc. advertised as honouring the Card.

**Merchant** means any person who owns or manages or operates at Merchant establishment.

**Personal Identification Number (PIN)** is a four digit confidential number given to the Cardholder by the Bank, while issuing the card or later selected by him/her from time to time, which is used to identify the customer at an ATM or a POS terminal for putting through transactions.

**POS Terminal** means the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, the

Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.

**Primary Account** means the first account in the Accounts Particulars in the application for a card for the purpose of card operations.

**Shared Network** means RUPAY CARD networks, or any other networks like NFS or any others Bank's private network called by any name.

**Transaction** means any instruction given by a cardholder by using his/her card directly or indirectly, to the Bank to effect some action on the account.

**Charge** means a charge incurred by the Cardholder for purchase of goods or services on the Card or any other charge as may be included by the Bank from time to time.

RUPAY is the product of NPCI (National Payment Corporation of India) electronic payment system arm governed under RBI guidelines and it's regulations means regulations issued by RuPay to its franchisee / member banks.

#### **APPLICABILITY OF TERMS:**

The Terms form the contract between the Cardholder and The Surat People's Co-Op Bank Ltd. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting POS activation of the Card or activation through ATM or by requesting through The Surat People's Co-Op Bank Ltd.'s 24-Hour Customer Care Centre, or after 10 days have elapsed since the Card was dispatched to his address on record. The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through The Surat People's Co-Op Bank Ltd. 24-Hour Customer Care Centre, The Surat People's Co-Op Bank Ltd. internet banking and/or any other channels, shall at all times continue be bound by the terms and conditions stipulated by The Surat People's Co-Op Bank Ltd. from time to time for such services / facilities. The issue and use of the Card shall be as per regulatory guidelines in force from time to time. Bank reserves the right to amend the applicability of Terms and applicable Terms and Conditions in order to improve the customer service or to comply with regulatory guidelines. In case of any changes in your address, the same needs to be updated with the Bank.

#### **ELIGIBILITY**

Savings accounts with cheque book facility/Current accounts in individual capacity are eligible for issue of Card. In case of joint accounts, only such accounts as are permitted to be operated upon singly shall be eligible for issuance of card. Accounts operated by joint signature or account of a minor or an account in which a minor is a joint account holder shall not be eligible.

#### **VALIDITY**

The Card is valid for use at ATMs of the Bank, approved ATMs displaying the RuPay logo. The cards can also be used at POS terminals in India displaying RuPay Logo. However, the Card is not valid for payment in foreign exchange. The Card is valid up to the last working day of the month and the year indicated on the Card.

#### **PERSONAL IDENTIFICATION NUMBER (PIN)**

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will generated by a card holder using Green PIN option on any SPCB ATM or BNA. The Generated PIN should be used by the Cardholder for all his future transactions till he/she changes the PIN again. Under any circumstances the Cardholder should not disclose his/her PIN to anyone including any person claiming as the representative of the Bank. The cardholder shall be solely responsible for the consequences arising out of disclosure of his/her PIN, including any unauthorized use of the card. Any instructions given for the

card and the PIN, whether in conjunction or independently, shall be deemed to be instructions given by the Cardholder, and the Bank shall be entitled to assume that those instructions are given by the Cardholder.

#### **LOST OR STOLEN CARDS**

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to the Bank. The Card holder will be liable for all charges incurred on the Card until the Card is hot-listed / cancelled. The Cardholder may report a Card loss over the telephone to Customer Care Centre by calling 1800-233-7722 or by way of written communication by fax to his/her branch of the Bank or designated agency. The Bank upon adequate verification will temporarily suspend the Card, and will subsequently hotlist / cancel the card during working hours on a working day following the receipt of such intimation.

Once a Card is reported lost or stolen and is subsequently found, the same should be promptly cut in half and returned to the Bank. He/she shall take all steps to keep the card safe. The Card holder only has to suffer and bear the financial liability on the lost or stolen Card. Provided that the Cardholder has complied with the terms and conditions in all respects, a replacement card may be issued at the sole discretion of the Bank.

#### **SURRENDER / REPLACEMENT OF CARD**

The Card issued to the Cardholder shall remain the property of the Bank and will be surrendered to the Bank on request or in the event the card is no longer required by the cardholder. The Cardholder shall return the Card to the Bank for cancellation in the event the services are no longer required by the Cardholder or if the services are withdrawn by the Bank for any reason whatsoever. The Bank, may, in its absolute discretion issue a replacement Card, with a new PIN for any lost or stolen Card or a new PIN on the existing Card, or issue a renewal Card with a new or the same PIN on the same terms and conditions or such other terms and conditions as the Bank may deem fit. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / erroneous use of the Card or through a duplicate card and/or the PIN in the event of the Card falling in the hands of or through the PIN coming to the knowledge of any third party.

Card broken / damaged while in use or otherwise or lost however, will be replaced at a cost decided by the Bank from time to time. A replacement Card may, however, be issued at the Bank's discretion against (i) a fresh application and (ii) a suitable indemnity in case of a lost Card or surrender of the Card if it is broken/ damaged as the case may be. Issuance of a replacement Card shall not amount to fresh contract.

#### **CARDHOLDER'S RIGHT TO SURRENDER CARD :**

The Cardholder may discontinue this facility any time by a written notice to the Bank and returning the Card to the Bank cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred on the card. The Bank shall be entitled to discontinue this facility at anytime by canceling the Card with or without assigning any reason whatsoever.

If the Cardholder desires to close the Primary Account or even otherwise decides to terminate the use of the Card facility, he shall give the Bank not less than TWO working days' notice in writing and forth with surrender the Card to the Bank at the Card-Issuing Branch and obtain a valid receipt thereof.

#### **BANK'S RIGHT TO REFUSE RENEWAL/ TERMINATE CARD:**

The Bank may in its absolute discretion renew a card upon payment of prescribed charges. The Bank shall be entitled in its absolute discretion to refuse to issue / renew a Card to any Cardholder or withdraw the Card and/or services thereby provided at any time. The Bank shall terminate the Card facility with immediate effect upon the occurrence of any of the following events:

I. Failure to adhere to or comply with the terms and conditions herein set forth and also the terms and conditions that are applicable to cardholder's accounts with the Bank;

- II. In the event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank;
- III. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature;
- IV. Demise of the Cardholder;
- V. Reported lunacy/insanity/unsound mind of the Cardholder;
- VI. If the Bank deems that the facility is being misused/ improperly used in anyway;
- VII. The Card shall be made non operational in case of Primary account being made inoperative by the Bank. If any adverse report is received from any of the Banks/Branches in the network; Not withstanding termination of the ATM Card facility, the transactions already processed but reported to the Cardholder's branch after the termination shall be put through the Cardholder's Account.

## **TERMS OF USAGE**

The Card is not transferable and shall be used only by the Cardholder.

The Cardholder shall at all times ensure that the Card is kept at a safe place, and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign on the reverse of the card in the signature panel immediately upon receipt of the card from the Bank.

The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges.

The type of Transaction offered on Shared Network ATMs may differ from those offered on the Bank's own network. The Bank will only support cash withdrawal and balance enquiry transactions at the ATMs belonging to Shared Networks. The Bank reserves the right to change the types of Transactions supported without any notice to the Cardholder.

FAST CASH options in the ATM can be used for Primary account only.

## **MULTIPLE ACCOUNTS / JOINT ACCOUNTS**

The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank shall have the right to decide the number of accounts, which will have the Card facility on them.

In case of Cards linked to multiple Accounts, Transactions at Shared Networks and Merchant establishments will be effected on the Primary Account. In case there are no funds in this Account, the Bank will not honour the Transactions even if there are funds available in the other Accounts linked to the same card.

Transfer of primary account or any change in operational mode thereof will not be allowed unless the Card is surrendered and dues, if any, against it, are paid.

The Bank will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card.

The Cardholder shall maintain, at all times, in his Primary Account at the Bank the minimum deposit amount as applicable from time to time during the validity period of the Card, and the Bank may, at its discretion levy such penal or service charges as per Bank's rules from time to time or withdraw the Card facility, if at any time, the amount of deposit falls or has fallen below the minimum amount of deposit as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability or responsibility whatsoever, by reason of such withdrawal.

The Cardholder or such card holder who is a Joint account holder permitted to operate upon the joint account singly authorizes the Bank to debit the account/s with the amount withdrawn and/or transfers

effected by the use of the Card, as per Bank's records. The Bank's record for transactions processed by the ATM machine or POS terminal shall be binding on all the account holders jointly and each severally. All fees/charges related to the Card, as determined by the Bank, from time to time, will be recovered by debiting any of the Cardholder's accounts. In case any of the joint account holders desires to give stop payment / transaction instructions, in respect of operations of the Card, at least seven days clear prior notice, in writing, will have to be given to the Bank, so as to enable the Bank to inform all Banks/ATM centers participating in the Network and take steps in its discretion to carry out the instructions. Bank will take all reasonable care to stop payment/transaction, however Bank will not be held responsible in case of such payment instruction is paid thereof.

## **STATEMENTS AND RECORDS**

The Cardholder shall accept the Bank's record of the transactions as conclusive and binding for all purposes. The printed output that is produced at the time of operation of the ATMs is the record of the Cardholder's operations on the ATM and shall not be construed as the Bank's record for this purpose. Transactions conducted after the normal business hours, of the bank/branches would be reflected in the Bank statement of accounts on the next business day. For the purpose of levy of charges/interest etc., the actual date of transactions will be reckoned.

The Cardholder should inform the Bank in writing within 15 days from the date of transaction if any irregularities or discrepancies exist in the Transactions / particulars of the Account. If the Bank does not receive any information to the contrary within 15 days, the Bank would assume that the Account Statement and the Transactions recorded therein are correct.

To ensure the Cardholder's interest, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Card facilities. All records maintained by the Bank, in electronic or documentary form, of the instructions of the Cardholder and such other details, and all camera/video recording made as mentioned above, shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

## **ATM USAGE**

At no time shall the Cardholder use or attempt to use the Card, (a) for withdrawal or transfer (within permitted limit) unless there are sufficient funds in the Accounts and/or (b) for withdrawal or transfer with intention to default payment of his cheque/s issued to other parties. In case at an ATM debit and clearing cheque are presented simultaneously in an account, the ATM debit "would be accorded first priority over the cheque and in the event of insufficient funds after ATM debit, the cheque would be returned by the Bank. It will be the responsibility of the account holder to maintain sufficient funds for cheque and other transactions.

The Card is operable with the help of the confidential PIN at ATM locations. All Transactions conducted with use of the PIN will be the Cardholders' responsibility and he will abide by the record of the transactions as generated. When the Cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The amount of available funds is shown on this ATM receipt when he uses his card.

There shall not be any signed receipts for deposits. Transactions of deposits shall be subject to verification by the Bank's officials or its designated persons. Deposit involving mutilated or soiled notes will be subject to final acceptance/reimbursement by R.B.I. as per their Note Refund Rules. Any deposits of foreign currency or otherwise considered unacceptable will be returned at the Cardholder's cost, risk and responsibility.

All transactions, in particular deposit of cash, shall be subject to transit period. The Bank shall not be responsible for any loss or damage or inconvenience caused to the Cardholder due to such transit period delays.

The Cardholder should retain the record of Transactions generated by the ATM with him/her.

If any Cardholder claims that the card was used fraudulently, the burden of proof of fraud lies with the Cardholder. The Bank does not undertake any responsibility of any loss if incurred by the card holder on account of such fraudulent usage.

## **EXCLUSION FROM LIABILITY**

In Consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry costs charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's Instructions and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder, breach or non-compliance of the rules, terms and conditions relating to the Card and the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents.

The Cardholder agrees to indemnify the Bank for any machine/mechanical error/failure. The Cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss in transit of the Card and/or PIN.

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- \* The malfunction of any computer terminal, ATM.
- \* Effecting Transaction instructions other than by a Cardholder
- \* Handing over of the Card to anybody other than the designated employee of the Bank at the Bank's premises.
- \* The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date printed on its face, whether such demand and surrender is made and/or procured by the Bank or any person or computer terminal, ATM or POS terminals.
- \* The exercise by the Bank of its right to terminate any Card.
- \* Any injury to the credit, character and reputation of the Cardholder alleged to "have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card.
- \* Any mis-statement, misrepresentation, error or omission in any detail disclosed by the Bank.

Except as otherwise required by law, if the Bank receives any process summons, order, injunction, execution decree, lien, information or notice which the Bank in good faith believes calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, the liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.

The Bank reserves the right to recover from the Cardholder's Account service charge(s) and any expenses it incurs, including but not limited to reasonable legal fees, due to legal action involving the Cardholder's Card.

In case the account gets overdrawn due to any reason, the Cardholder should provide enough funds to bring it in credit. For every occasion when the account is overdrawn, a flat fee is levied, in addition to the interest. The flat fee and interest shall be recovered at the rate determined by the Bank from time to time.



In the event of an Account being over drawn due to Card Transaction, the Bank reserves the right to set off the amount so overdrawn against any credit lying in any of the Cardholder's other accounts held singly or jointly without giving any notice, wherever applicable.

Nothing in these terms and conditions shall affect the Bank's right of set-off, transfer and appropriation of monies pursuant to any other agreement from time to time subsisting between the Bank and Cardholder.

## **DISPUTES**

The Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed to be availed to the Cardholder's satisfaction.

A sales slip with the signature of the cardholder together with the card number noted thereon shall be conclusive evidence between the Bank and the cardholder as to the extent of liability incurred by the cardholder. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved cardholder's disagreement with the charge indicated in the statement.

Within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the cardholder along with details including a copy of the Sales Slips or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per regulations of the respective network. The Bank does not accept responsibility for any transactions the Cardholder may have on the Shared Networks. Should the Cardholder have any complaints concerning any shared Networks ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him/her from any obligations to the Bank.

However, the Cardholder should notify the Bank of the complaint immediately.

## **INSURANCE BENEFITS**

The Cardholder may, under the Card, be offered various insurance benefits from time to time by the Bank through a tie up with an insurance company. The Cardholder specifically acknowledges that he shall not hold the Bank responsible for any matter arising out of or in conjunction 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 insurance company.

The Bank will have absolute right to debit Cardholder's account for premium of such insurance cover offered on the card or any other incidental charge/s whatsoever for such insurance cover offered to card holder.

The insurance company will be solely liable for settlement of the claim. Further the Cardholder also agrees that the Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue this benefit.

## **MISCELLANEOUS**

The terms and conditions for use of the Card are as specified in this document and as amended by the Bank from time to time. The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the Card application form, or acknowledge receipt of the Card, by signing on the reverse of the Card or by performing a transaction with the Card or by

requesting activation of the Card to the Bank or after 10 days having elapsed since the Card was dispatched to the Card holder on the record.

These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the Cardholder. The Bank may also make changes in the terms and conditions without notice, if it is considered that the changes are necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions and/or for any other reason whatsoever and the same shall be binding on the cardholder.

The Bank will not be responsible if the ATMs failed to function due to breakdown of power, communication line and mechanical failure or for any reasons which are beyond its control.

#### **NOTIFICATON OF CHANGES**

The Bank has the absolute discretion to withdraw the Card and/or the services thereby provided or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.

All authorizations and power conferred on the Bank are irrevocable.

#### **GOVERNING LAW**

The usage of the Card and the Terms and conditions will be governed by the laws of India.

The Cardholder undertakes to comply with the applicable laws and procedures while availing of and utilizing the Card.

All disputes are subject to the jurisdiction of the competent courts in Surat.

#### **FORCE MAJEURE:**

The Bank will not be responsible nor shall it be liable to indemnify the Cardholder in the event of any loss or damage suffered by the Cardholder due to any cause or reason beyond the control of the Bank.

#### **Do's and Don'ts :**

Some Valuable points to ponder to avoid misuse on your Debit Card

- Never keep your card loosely in your pockets or bags.
- Always keep your Debit card at the same place in your wallet/purse so that you may notice immediately if it is lost/stolen/misplaced.
- Pin should be known to you only not even to your family members, on the safer side you memorize.
- Always ensure that merchant swipes your card in your presence and ensure they do not write your card details or swipe in some other machine. Sign the charge slip after proper verification.
- Please verify the card returned to you is yours.
- Always keep a copy of relevant card details like card number, expiry date in safe custody other than your wallet.
- Never seek assistance of strangers while using your card at ATM's or POS.