Terms and Conditions TJSB VISA International Debit Card



A. Definitions:

- "TJSB Bank" means TJSB Sahakari Bank Limited and its successors and assignees.
- "Debit Card", "Card" refers to the TJSB Bank's VISA International Debit Card issued by TJSB Bank to the Customer/Debit Cardholder.
- "Customer", "Debit Cardholder", "you", "your", "him" or similar pronouns shall, where the context so admit, refer to a customer of TJSB Bank to whom a Debit Card has been issued by TJSB Bank to operate on a nominated account(s). All references to the Debit Cardholder in the masculine gender will also include the feminine gender.
- 4. "Account(s)", refers to the Debit Cardholder's Savings, Current Accounts or Credit Accounts that have been designated by TJSB Bank to be eligible account (s) for the valid operation of the Debit Card. The Debit Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.
- "Primary Account", shall mean in case of multiple accounts linked to the Debit Card, the account that has been designated as being the main/first account of operation.
- "Nominated Accounts", includes the Primary Account as described above, and it indicates the Debit Cardholder's account(s) nominated in writing by him to be accessed by his Debit Card.
- "ATM", refers to Automated Teller Machine whether in India or overseas, whether of TJSB Bank, or of any other bank on shared network, at which amongst other things, the Debit Cardholder can use his Debit Card to access his funds in his account(s) held with TJSB Bank.
- "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Debit Cardholder by TJSB Bank, chosen by him from time to time.
- 9. "Transactions", means any instruction given, by a Debit Cardholder by using his Debit Card directly or indirectly, to TJSB Bank to effect action on the account.
- "International Transactions", refers to the transactions performed by the Debit Cardholder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
- 11. "Statement", means a primary account statement /

passbook collected by you from time to time setting out the transactions carried out by the Debit Cardholder(s) during the given period and the balance on that account. It may also include any other information that TJSB Bank may deem fit to include.

- 12. "Merchant" or "Merchant Establishments", shall mean virtual/physical and/or establishments wherever located which accept/honour the Debit Card and shall include amongst others: stores, shops, restaurants, airline organizations, etc. advertised by TJSB Bank or VISA International.
- 13. "EDC" or "Electronic Data Capture", refers to Electronic Point of-Sale swipe terminals whether in India or overseas, whether of TJSB Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
- 14. "VISA", means a trademark owned by and normally associated with VISA.
- "VISA ATM Network", means ATMs that honour the Debit Card and that display the VISA symbols.
- "The Act" means Reserve Bank Of India (RBI) Regulations, Exchange Control Regulations of the RBI, Foreign Exchange Management Act, 1999.
- "Charges" means a charge / fee applicable for the services offered on the Debit Card by TJSB Bank. These charges are subject to changes at the sole discretion of TJSB Bank.
- 18. "High Risk Countries" means those countries where the risk of data pertaining to the Debit Card getting compromised after transactions are carried in such countries is high. Such countries are categorized as high risk countries by TJSB Bank based on cards being used in such countries by the Debit Cardholder and various disputes and/or frauds that are reported by Debit

Cardholders from time to time.

Bank Limited, ("TJSB Bank") having its Registered Office at "TJSB House, Plot No. B-5, MIDC, Wagle Estate, Thane - 400604, Maharashtra, India" and having VISA Debit Card Cell at "Madhukar Bhavan, Road No.16, Wagle Estate, Thane - 400604, Maharashtra, India" on the following terms & conditions:

The Debit Card ("the Card") is issued by TJSB Sahakari

The Debit Card sent to you needs to be activated. The Card can be activated for Merchant Establishments transactions through the first utilization of the PIN for a

cash withdrawal or PIN change at any TJSB Bank ATM.

B. Applicability

The Terms form the contract between the Debit Cardholder and TJSB Bank. The Debit Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Debit Card application form, or acknowledging receipt of the Debit Card in writing, or by signing on the reverse of the Debit Card, or by performing a transaction with the Debit Card or by requesting POS activation of the Debit Card or activation through ATM or by requesting through TJSB Bank's 24-Hour Customer Care Center or after 10 days have elapsed since the Debit 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 Debit Cardholder. The Debit Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through TJSB Bank 24-Hour Customer Care Center, TJSB Banks internet banking and/or any other channels, shall at all times continue be bound by the terms and conditions stipulated by TJSB Bank from time to time for such services / facilities.

On the usage of the Debit Card, you are unconditionally accepting the terms & conditions listed hereunder & will be bound by them & you accept the responsibility of ensuring compliance with the relevant Reserve Bank Of India (RBI) Regulations, Exchange Control Regulations of the RBI, Foreign Exchange Management Act, 1999 (The ACT), all the rules & regulations framed under the Act & as amended/modified/applicable from time to time. You will also continue to remain bound by terms and conditions of operations of your Savings Bank Account/ Current Accounts / Credit Accounts with TJSB Bank.

C. Card Validity and Debit Cardholder Obligations

- The issue and use of the Debit Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank Of India, FEMA 1999 and TJSB Bank.
- II. The Debit Card shall be valid only for transaction options, as permitted by the TJSB Bank from time to time in India and abroad, at TJSB Bank ATMs of other banks, which are members of the VISA ATM network and Visa Point of-Sale swipe terminals at merchant establishments.
- III. The Debit Card is and will be at all times the property of TJSB Bank and shall be returned to TJSB Bank

- unconditionally and immediately upon TJSB Bank's request. The Debit Cardholder is requested to ensure that the identity of TJSB Bank's Officer is established before handing over the Card.
- IV. The Debit Card is not transferable or assignable by the Debit Cardholder under any circumstances.
- V. You must sign the Debit Card immediately on the space provided for signing on the reverse side of the Debit Card upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.

It is responsibility of the Debit Cardholder not to disclose

VI.

- the PIN to anybody in any manner. The Personal Identification Number (PIN) issued to the Debit Cardholder for the use with the Debit Card or any numbers chosen by the Debit Cardholder as a PIN, will be known only to the Debit Cardholder and are for the personal use of the Debit Cardholder and are nontransferable and strictly confidential. A written record of the PIN numbers should not be kept in any form, place or manner that may not be disclosed to any third party, either to staff of TJSB Bank or to merchant establishments, under any circumstances or by any means whether voluntary or otherwise.
- VII. The Debit Cardholder's account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the card subject to availability of sufficient funds in the account/s.
- VIII. The Debit Cardholder shall not entitled to overdraw the Debit Cardholders' accounts with Bank or withdraw funds by the use of the Debit Card in excess of any agreed credit limit.
- IX. The Debit Cardholder will be responsible for transactions effected by the use of the Card, whether authorized by the Debit Cardholder or not, and shall indemnify Bank against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act 1999 or any other law being in force in India and/or any other country/state continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement.
 - X. Please note that the Debit Card is valid upto the last day of the month/year indicated on the Debit Card. You hereby undertake to destroy the Debit Card when it

- expires by cutting it into several pieces. Your renewed Debit Card shall be sent to you before the expiry of the Card at the discretion of Bank, upon evaluation of the conduct of your account. Bank reserves the sole right of renewing your Card account on expiry and debit any renewal charges to your account.
- XI. The Debit Cardholder will inform Bank in writing within 15 days from the transaction date any irregularities or discrepancies that exist in the transaction details at an ATM/Merchant establishment on the statement of account sent by TJSB Bank. If no such notice is received during this time, Bank will assume the correctness of all the transactions and the statement of account.
- XII. TJSB Bank retains the right to suitably modify the name as appeared on Debit Card as per Debit Card guidelines. (Due to limit to print the characters on the Debit Card). TJSB bank also reserves a right to print Joint Account holders/Proprietors name on the Debit Card.

D. International Usage

- i. Utilization of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI) In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act 1999 and may be debarred from holding the Debit Card from TJSB Bank either at the instance of TJSB Bank or the RBI. You shall indemnify and hold harmless TJSB Bank from and against any/all consequences arising from you not complying with Exchange Control Regulations of the RBI.
- ii. The Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- iii. TJSB Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by the Debit Cardholder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on TJSB Bank becoming aware of the Debit Cardholder exceeding his entitlements.
 - Non-Resident Indians can hold an internationally valid Debit Card, provided all dues arising out of its use in India/overseas are met out of a NRE account held with TJSB Bank.
 - v. You undertake not to use the Card for making payment for any Illegal purchases / prohibited services under Acts or any law being in force from time to time.

E. Merchant Establishment Usage

PIN (which is same as ATM PIN).

- The Debit Card is accepted at all Visa Point-of-Sale terminal at merchant establishments in India and overseas, which display the Visa logo.
- b) The Debit Card is for Visa Use only and will be accepted only at merchant establishments that have a Visa Pointof-Sale swipe terminal. Any usage of the Card other than Visa use will be deemed unauthorized and the Debit Cardholder will be solely responsible for such transactions. If on a Point-of-Sale machine, Customer is directed to enter the PIN, then Customer has to enter the
- In case the Debit Cardholder already has a TJSB Bank ATM Card, the same will be deactivated by TJSB Bank subsequently.
- d) You must sign the sales slip and retain your copy of the sales slip whenever the Debit Card is used at merchant establishments. TJSB Bank will not furnish copies of the sales slip. Any sales slip not personally signed by you but which can be proven, as being authorized by you will be deemed to be your liability.

The Debit Card is accepted at any VISA Debit Card

- merchant outlets worldwide. TJSB Bank will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any VISA Debit Card merchant establishment you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to TJSB Bank. If you decide to cancel your purchase and not accept the goods after the card is swiped, ensure that the merchant cancels the transaction immediately and the cancellation slip is handed over to you. Any cancellation thereafter will be routed as a 'chargeback' on the merchant through the acquiring bank and will take the
- f) TJSB Bank is not responsible for any charges levied by any merchant establishment over and above the value / cost of transactions and debited to your account along with the transaction amount.

guarantee of full / partial return of the amount.

time required to complete the process. There can be no

g) A purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The refund will only be credited to your account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your card account within 30 days from the day of refund, you must notify TJSB Bank, along with a copy of the credit note from the merchant.

h) In case of Debit Cards linked to multiple accounts, transactions at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account, TJSB Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts

linked to the Debit Card.

- The Debit Card should not be used at Hotels during check-in and also at other locations where payment is made before completion of the purchase transaction or service.
- j) The Debit Card should not be used for any Mail Order/ Phone Order Purchases and any such usage will be considered as unauthorized.
 - The Debit Cardholder would be solely liable for all unauthorized acts and transactions.

F. ATM Usage

- The Debit Card is accepted at the TJSB Bank ATMs, at Visa ATMs worldwide and at RuPay enabled ATMs.
- 2) Cash withdrawals and balance inquiry performed by the Debit Cardholder at Visa ATMs in countries other than India will be subject to a fee, as per the prevailing tariff of charges. Cash withdrawals and balance inquiry at Visa ATMs in India will also be subject to a fee and will be debited to the account at the time of such cash withdrawal and balance Inquiry transactions. All transactions at non-TJSB Bank ATMs whether executed

TJSB Bank from time to time.

3) For all cash withdrawals at TJSB Bank ATM, any statements/receipts issued by the ATM at the time of withdrawal shall be deemed\ conclusive, unless verified and intimated otherwise by TJSB Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Debit Cardholder.

or failed are subjected to charges as determined by

- 4) TJSB Bank will not be liable for any failure to provide any service or to perform any obligation there under where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- TJSB Bank will not be liable for any consequential or indirect loss or damage arising from or related to the

loss/use of the Card and related PIN, howsoever caused.

6) The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. TJSB Bank shall not be liable if these services are withdrawn without notice thereof.

G. Charges

- I. TJSB Bank reserves the right to change charges at a later date without prior notice. Such charges if any, and so levied will be debited to your primary account on the Debit Cardholder's approval / renewal at TJSB Bank's prevailing rate. These charges are not refundable. Changes for other services will be levied the primary account, at prevailing rates.
- II. Transaction charges for cash withdrawals / balance inquiry and / or wherever applicable, will be debited to the account at the time of posting the cash withdrawal / balance inquiry or wherever applicable.
- III. All transaction in foreign currency will be billed in the Debit Cardholder's Bank Account statements / passbook in Indian Rupees. You hereby authorize TJSB Bank & Visa to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as TJSB Bank/Visa may from time to time designate. You will accept the conversion rates from Foreign Currency to Indian Currency unconditionally and without any dispute.
- IV. The charges / fees applicable on the usage of the Debit Card may be revised / changed by TJSB Bank from time to time without prior intimation to the Debit Cardholder(s).

H. Features of the Debit Card:

TJSB Bank may from time to time, at its discretion, tie-up with various agencies to offer various features on your Debit Card. All these features would be on best efforts basis only, and TJSB Bank does not guarantee, efficiency, and usefulness of any of the products or services offered by any service providers / merchants / outlets / agencies. Disputes (if any) would have to be taken up with the merchant / agency, etc. directly, without involving TJSB Bank.

Disclosure of information

i. When requested by TJSB Bank, you shall provide any

information, records or certificates relating to any matters that TJSB Bank deems necessary. You will also authorize TJSB Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, TJSB Bank may at its discretion refuse renewal of the Card or cancel the Card forthwith.

- TJSB Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
 - iii. TJSB Bank reserves the right to disclose, in strict confidence, to other institution, such information concerning the Debit Cardholder's account as may be necessary or appropriate in connection to its participation in any Visa Transfer network.
- iv. TJSB Bank reserves the right to report to the RBI expenditure undertaken by its Debit Cardholders in foreign currencies to ensure that the basic Travel Quota/other permissible entitlements, are not exceeded by the Debit Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.

J. Lost or Stolen Card

confidential to you.

c)

- a) In the event that the card is lost or stolen, the occurrence must be reported to any office of TJSB Bank in India or the help-desk number 1800 223 466 or to the VISA Global Service Centers Helpline while at abroad.
- b) The loss or theft of the Debit Card should be reported to TJSB Bank immediately. Although loss or theft may be reported by means of the Customer Services, you must confirm the same in writing to TJSB Bank as soon as possible. A copy of the acknowledged police complaint must accompany the said written confirmation.

Should transaction be received by TJSB Bank after the

- Card has been lost or stolen but before receipt of your written confirmation you shall be liable for all amounts debited to the accounts. However, if prior to the receipt of the written confirmation, if it can be proven that the Card was safeguarded, the loss / theft promptly reported and that you acted in good faith and with reasonable care and diligence, then will be zero (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs, as
- d) You hereby indemnify TJSB Bank fully against any liability (civil or criminal), loss, cost, expenses or

such transactions require the use of a PIN, which is

damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to TJSB Bank, or lost and misused before TJSB Bank is informed.

- e) If you have in all respects complied with the terms and conditions, a replacement Card may issued at the sole discretion of TJSB Bank at the applicable fee.
- Please destroy the old Card by cutting it into several pieces through the magnetic strip.

K. Insurance

shall be final.

- You acknowledge that the insurance benefit provided on the Card will be available to you as per the terms of the relevant insurance policy in force and only so long as you are and remain an active Debit Cardholder of TJSB Bank with your account conduct being deemed satisfactory and in event of the card or and / or account facility being terminated for whatever reason, the benefit of such insurance cover shall automatically cease to be
- TJSB Bank reserves the right to discontinue the insurance facility so offered at any time. In such an event Debit Cardholders shall be informed about the cut-off date by displaying notice at Notice Board of Branch / Bank website. Any decision of TJSB Bank in this case

available from the date of cessation of membership.

- The zero lost card Liability / Death due to Air Accident Life Cover is provided to Debit Cardholders by the designated Insurance provider. TJSB Bank is not liable for the terms, conditions and decisions, of the designated Insurance provider.
- TJSB Bank does not hold any warranty and / or make representation about quality, delivery of the cover, claims processing or settlement of the claim by the designated Insurance provider in any manner whatsoever.
- 5. You may be asked to submit additional documents, as per the requirements of the case.
- 6. TJSB Bank will not be liable for any delayed settlement of the claims.
- As per the terms of the Insurance Policy, all claims have to be intimated to the Insurance Company within 30 days of the occurrence of the event. Claims shall not be admissible after this period.

L. Statements and Records

- The records of Debit Card transactions will be available in the account statement / passbook of account holder. Such account statements / passbook shall be collected by account holder corresponding to the primary account on record as indicated by the Debit Cardholder. The Debit Cardholder can also get details of his transactions at any time by utilizing the mini statement facility at the TJSB Bank ATMs.
- TJSB Bank's record of transactions processed by the use of the Debit Card shall be conclusive and binding for all purposes.

M. **Disputes**

satisfaction.

iν

- In case of purchase transactions, a sales slip with the signature of the Debit Cardholder together with the card number noted thereon shall be conclusive evidence between TJSB Bank and the Debit Cardholder as to the extent of the liability incurred by the Debit Cardholder and TJSB Bank shall not be required to ensure that the Debit Cardholder has received the goods purchased / availed of the service to the Debit Cardholder's
- TJSB Sahakari Bank Ltd. shall make bonafide and reasonable efforts to resolve an aggrieved Debit Cardholder's disagreement with an applicable charge indicated in the account statement / passbook or as otherwise determined by the customer within two months of the receipt of notice of disagreement, If after such effort TJSB Bank determines that the charge is correct, then it shall communicate the same to the Debit Cardholder.
- iii. TJSB Bank is not responsible for the refusal of any establishment to honour the Debit Card.
- This agreement will be construed in accordance with and governed by the laws existing in India from time to time. All disputes are subject to the exclusive jurisdiction of the Courts of Thane, Maharashtra, India irrespective of whether any other court may have concurrent jurisdiction in the matter.
- The Debit Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

N. General

- You will promptly notify TJSB Bank of any change in your employment and/or office and/or residential address, mobile/telephone numbers/email address.
- b) TJSB Bank reserves the right to add, to delete or vary any of the terms and conditions, policies, features and benefits upon notice to the Debit Cardholder. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Debit Cardholder of such changes.
- c) Any notice hereunder sent by post will be deemed to have been received by the Debit Cardholder within 7 days from the posting of the notification to the address last given to TJSB Bank in writing by the Debit Cardholder. Publication of changes by such means as TJSB Bank may consider appropriate will constitute effective notice to the Debit Cardholder thereof.
- d) If an account holder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by TJSB Bank, the account holder will pay TJSB Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by TJSB Bank However this should not be constructed as an agreement either expressed or implied that TJSB Bank is bound to grant any overdraft facility whatsoever.
- e) TJSB Bank makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Debit Cardholders. TJSB Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

O. Termination

- TJSB Bank reserves the right to block / cancel/ withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 2. In the event that the Debit Cardholder decides to close his account with TJSB Bank, the Card(s) issued with this account as the primary account would automatically stand cancelled The Debit Cardholder(s) must immediately cease to use his Card and destroy and return all his / additional Debit Cardholder Cards that are linked to this account. In case of any outstanding Card transactions that have not yet been debited to the account the same will be netted off from the balance prior to TJSB Bank returning his funds to him.

prior to TJSB Bank returning his funds to him.

3. In the event that the Debit Cardholder decides to terminate the use of Debit Card, the Debit Cardholder shall give TJSB Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional Debit Cardholder Cards (if not required) cut into several pieces through the magnetic strip, to TJSB Bank. The Debit Cardholder will be responsible for all the Card facilities and related charges incurred on the Debit Card after the Debit Cardholder claims to have destroyed the

Card, not withstanding the termination of the applicability of these terms and conditions. The Debit Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse / fraudulent use and whether or not TJSB Bank has been intimated of the destruction of the Card.

- The Debit Card is the property of TJSB Bank and must be returned to an Officer of TJSB Bank immediately and unconditionally upon request. Please ensure that the identity of TJSB Bank Officer is established by you before handing over your Card.
- 5. TJSB Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned upon the occurrence of any of the following events:
- Failure to comply with the terms and conditions herein set forth
- ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with TJSB Bank.
- iii) The Debit Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv) Demise of the Debit Cardholder
- Closure of the Debit Cardholder's account or failure to maintain the minimum average balance in the said account.
- 6. The Debit Card should be returned to TJSB Bank prior to the date upon which any changes are to take effect, in case of the Debit Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions applicable to the Debit Card.