# WORLD TRAVEL CARD TERMS & CONDITIONS

- 1. PNB World Travel Card (hereinafter referred as the card) means the Card issued by the Punjab National Bank (hereinafter referred as the Bank), to the applicant (hereinafter referred as the card holder) for effecting Cash withdrawal, Balance enquiry and other permitted transactions through õAutomated Teller Machinesö (ATMs) and at POS terminals installed by Banks displaying logo of Master Card/Maestro/Cirrus or any other institution which may be notified from time to time.
- 2. "Merchant Establishments" shall mean such overseas establishments wherever located which honour and accept Card.
- 3. **ATM** means Automated Teller Machines. In particular all networked ATMs of Punjab National Bank and those of other banks displaying MasterCard/Maestro/Cirrus logo situated or installed worldwide.(Except in India, Nepal & Bhutan.)
- 4. **PoS Terminal**" shall mean point of sale electronic terminals at Merchant Establishments overseas (other than Nepal & Bhutan), capable of processing Transactions and at which, amongst other things, the Cardholder can use his Travel Funds to make purchases."**Transactions**" shall include cash withdrawals from the ATMs and / or purchases made at the Merchant Establishments through the use of the Card.
- 5. **"Travel Funds"** shall mean the amount of foreign currency purchased from PNB and loaded onto the Card by the Cardholder and any additional currency that may subsequently be purchased by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees and other expenses incurred in connection with the use or possession of the Card.
- 6. **Customer Care Centre** means centre established by the bank to assist the Cardholder and in blocking and replacing the lost, stolen or damaged Card.

# **USE OF THE CARD:**

- 1. The Card may be used to access Travel Funds at any ATM worldwide which accepts such Cards, except in India, Nepal and Bhutan. However, it can be used in India only on the ATMs of PNB for the purpose of PIN change, balance enquiry or mini statement of account.
- 2. The Card enables the Cardholder to obtain the Travel Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance/s on the Card at ATMs (whether of PNB or a Shared Network) or make payments at Merchant Establishments through POS terminals
- 3. Merchant Establishments may reject the use of the Card for any reason whatsoever and Bank shall not be responsible for the same nor should be responsible in respect of goods or items supplied.
- 4. The bank shall not be responsible/ liable for failure of any ATM to dispense cash or if the card holder is unable to withdraw cash for any reason whatsoever or if unable to avail the facility.
- 5. Use of the Card at any unauthorized location or for any purpose other than as stated under these Terms and conditions is strictly prohibited and may result in cancellation of the Card by Bank.
- 6. Bank shall pay no interest, compensation or any benefit/bonus to the Cardholder in connection with the Travel Funds and the Travel Funds do not constitute a deposit by the Cardholder with Bank (or with any other person) nor do they entitle the Cardholder to any Overdraft/Credit facility.

#### VALIDITY OF THE CARD:

World Travel Card is valid for a period of 5 years from the month of printing.(mm/yy) and is non transferable.

# **RELOADING THE CARD:**

Upon exhaustion of the Travel Funds loaded on the Card, the Cardholder can reload Travel Funds onto the Card from any authorized (designated) branch of the Bank subject to the compliance of all applicable laws, rules and regulations in force from time to time. In the event that the Cardholder wishes to reload the Card, Bank reserves the right to:- Decline a reload transaction, at its sole discretion.

For the purpose of reloading the Card, Cardholder is required to complete and submit a form and provide certain information pertaining to the Cardholder/the Card, as may be required by Bank. The Travel Funds shall be reloaded in same currency in which the Card was originally issued. Amount of reload shall be strictly accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.

# MAXIMUM SPENDING LIMIT:

Any Card issued to individual Cardholders will be subject to a maximum spending limit as specified by Bank from time to time, subject to Reserve Bank of India/bankøs own guidelines and the applicable laws, rules and regulations in force from time to time.

Bank shall not be responsible for either ascertaining, or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs, Shared Networks and/or Merchant Establishments.

#### PROHIBITION ON OBTAINING MULTIPLE CARDS

No individuals can apply for or obtain multiple Cards in single currency. In the event the Cardholder has obtained the Card at previous occasions, at any given point of time, the last of such Card as issued to the Cardholder shall be valid and active, unless cancelled or terminated by Bank.

#### **PERSONAL IDENTIFICATION NUMBER:**

To enable the Cardholder to use the Card, PIN will be issued to the Cardholder by Bank, which would be provided /enclosed with the Card. In case of re-dispatch request of PIN, unless otherwise determined by Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.

# LIABILITY OF THE CARDHOLDER FOR UNAUTHORIZED TRANSACTIONS THROUGH THE CARD:

The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or the situations where purportedly misuse, loss and/or of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to the Bank has been given of such unauthorized transactions having been effected through use of the Card and/or the PIN, and (ii) the Bank blocks the further use of the Card and/or the PIN successfully.

Such situations shall include:

A. Lack of proper safeguard of the Card and/or the PIN by the Cardholder

ÉHaving written or otherwise indicated the PIN on the Card.

ÉHaving written or otherwise indicated the PIN on any article normally carried with or stored with the Card in any recognizable form,

ÉHaving voluntarily disclosed the PIN to any person, or

ÉHaving failed to maintain the security of the PIN for any reason whatsoever (and even though the recommended precautions (or other measures) may have been observed/adopted by the Cardholder)

B. Delayed notification of misuse, loss, or theft of the Card and/or the PIN, (including on account of the Cardholder :)

ÉNot notifying the Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN. Or

ÉNot notifying the Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendation above or of any other measures adopted for safeguarding the PIN) have being compromised.

The Bank shall bear no liability for such transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, or stolen.

# RECEIPT OF FUNDS IN EXCESS OF THE TRAVEL FUNDS THAT WERE TO BE LOADED:

If the Cardholder has received funds in excess of the Travel Funds, the Cardholder agrees to promptly repay the Bank any such funds upon such terms and conditions as the Bank may specify. If the Bank has grounds to believe that the Cardholder has received funds in excess of the Travel Funds requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or the Bank system) the Bank will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the Travel Funds or otherwise upon such terms and conditions as the Bank may specify.

# COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS:

- 1. Utilization and/or possession of the Card by the Cardholder is required to be in accordance with the applicable laws (including the Exchange Control/Foreign Exchange Management Act of India), rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time where card is used
- 2. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time. Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.
- 3. In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonoured or otherwise. The risk of honouring of a Card that is cancelled (and/or suspended) on its presentment is of the Cardholder in the individual capacity.

# **RECORDS AND STATEMENTS OF THE TRANSACTIONS:**

1. When the Cardholder completes a transaction through an ATM or Shared Network and/or Merchant Establishment, the Cardholder shall ensure that the Cardholder obtains and verifies any receipts / record received, if any, through such ATM or Shared Network and/or Merchant Establishment.

2. An email statement of the monthly transactions will be mailed on the e-mail address given on the application form for issue of this card. However, the Bank shall not be responsible for any delay or non-receipt of such monthly transaction statement, or for integrity of the contents, post its due dispatch by bank or for any viruses or the like in the email sent. The statement provided shall be conclusive proof of all expenses incurred on card.

# ERRORS, QUESTIONS OR COMPLAINTS:

The Cardholder may call the Bank customer care centre, at 1800 180 2222 (accessible from MTNL and BSNL fixed lines in India only) or at 0091-120-2490000 from worldwide for any assistance/queries or complaints in connection with the Card or the monthly statements etc.

Alternatively, the Cardholder may email the Bank at debitcard@pnb.co.in. Further, in case of complaint/s, the Cardholder should provide sufficient and correct details in writing to the Bank in order to enable the Bank to investigate and respond to the complaint or query appropriately.

# **DISPUTES (DEBIT TO CUSTOMER):**

Any charge slip or other payment requisition purportedly signed by the Cardholder on account of use of card and received from a Merchant Establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to the Bank as to an unauthorized Transactions having been effected through use of the Card and/or the PIN having been otherwise misused, lost, or stolen(customer to receive number of blocking), and the Bank having successfully blocked such Card and/or PIN.

#### CARDHOLDER'S INDEMNIFICATION OBLIGATION:

- 1. In consideration of the Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason.
- 2. The Cardholder hereby indemnifies and agrees to hold Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

#### **CURRENCY CONVERSION PROCESS (CROSS BORDER TRANSACTION) AND RATES:**

The transaction on the card will be in the currency of the country in which it is transacted. However, the debits to the card holderøs will be in the currency of the card. In the event that Travel Funds are obtained in a currency other that the currency in respect of which the Card was issued, the Travel Funds will be converted to such new currency at the currency conversion rates. This would include the situation of the Cardholder obtaining Travel Funds from an ATM in a currency other than the currency in which the Card was issued. The Currency conversion rate would be the amount that will be deducted from the Travel Funds for conversion from currency of the Card to the new currency as per MASTER CARD International policy and procedures in force at the time that such a Transaction is processed.

#### **COSTS, CHARGES AND FEES:**

The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Travel Funds. The details of the costs, charges and fees as currently in force are available in the welcome letter/folder addressed to the Cardholder. Such costs, charges and fees are subject to change by the Bank from time to time, and the latest applicable costs, charges and fees can be ascertained by calling the Call Centre.

The costs, charges and fees include withdrawal fee and currency conversion rate and shall include further/additional costs/fees or otherwise as required by third parties (as illustrated below):

Withdrawal Fee is applicable and will be deducted from the Travel Funds for each withdrawal made by the cardholder from an ATM. Additionally, costs/charges/fees or otherwise as assessed and made applicable by the owners/operators of the Shared Network would also be applicable and will be deducted from the Travel Funds for each withdrawal from an ATM comprised in a Shared Network. If the Cardholder obtains Travel Funds in a currency other than the currency in which the Card was issued, the **conversion rate will stand increased by an additional 2.0% plus applicable service tax (or such higher/other** rate as the Bank may specify from time to time), and which will be deducted from the Travel Funds.

# **RIGHT TO TERMINATE/ BLOCK/DECLINE THE USAGE OF THE CARD/ACCESS TO THE TRAVEL FUNDS:**

The Bank reserves the right to terminate/block/decline the usage of the Card/access to the Travel Funds, temporarily or permanently, upon the occurrence of any of the following events: (i) failure to adhere to or comply with Terms herein; (ii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings or proceedings of a similar nature; (iv) demise of the Cardholder, (v) when it become necessary to determine whether any person is rightfully entitled to receive the Travel Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

#### **GOVERNING LAW:**

The laws of India govern these Terms and Conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of India or such other country occasioned by use of the Card outside India. The Parties hereby agree that any claim, legal action or proceeding arising out of these Terms and Conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be exclusively brought in the courts or tribunals at New Delhi in India and the Parties irrevocably submit themselves to the jurisdiction of such courts and tribunals in New Delhi, India.

#### **MISCELLANEOUS:**

The Bank reserves the right to offer Cardholder certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. Notwithstanding anything contained, the Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time with prior notice and without liability to the Cardholder. Any termination of Card membership, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. The Bank 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 the Bank, or Merchant Establishment or any other third party.

# CHANGING THESE TERMS AND CONDITIONS:

The Bank reserves the right to change, at any time, these Terms and Conditions, features and benefits offered on the Travel Card including, without limitation to, changes which affect existing balances, charges or rates and methods of calculation. Such Changes shall be made by giving a prior notice of 30 days to the cardholder by placing the same on Bankøs website or by publication in newspaper etc.