

## Most Important Terms and Conditions (JK Bank Credit Card)

The **Most Important Terms and Conditions (MITC)** and all information herein is applicable to all "JK Bank credit cards" /card holders/applicants of credit cards/customers of the Bank/Members of general public evincing interest in the credit card product of JK Bank , with immediate effect. The MITC are subject to change at the discretion of Bank and the Regulations as applicable from time to time. The said MITC are in addition to and are to be read along with the terms and conditions of cardholders 'Agreement of the Bank'.

### **a) FEE AND CHARGES**

#### I. Joining fee for primary card holder and for add-on card holder:

Presently "JK Bank Credit Card" is without entrance fee/annual fee, renewal fee and add on card fee.

#### II. Annual membership fee for primary and add-on card holder:

At present no joining fee, annual fee and renewal fee are applicable on the Credit Cards of both the Primary Cardholder and Add-on-Cardholder unless indicated/informed in contrary by J&K Bank at the time of applying for the credit card and/or at the time of issuance of the said credit card. The Bank exclusively retains the right to alter any/ all charges or fee from time to time or to introduce any new charges or fee structure , as it may deem appropriate, upon issuing at least a 30 day prior notice to the Cardholders of such change/ alteration in the charges or fee. It is clarified that the said change may be indicated/ communicated to the Cardholder through any media chosen exclusively by the Bank in its sole discretion.

#### III. Cash Advance Fee

As per Schedule of Fee and Charges (at the end of this brochure)

#### IV. Service charges levied for certain transactions

Cash Advance fee, finance charges and all other charges applicable on Credit Card are being detailed in the Schedule of Fee & Charges.

#### V. Interest free (grace) period:

The Interest free credit period could range from 20 to 50 days. However, this is applicable only on retail purchases and provided the previous month's outstanding balance has been cleared in full. Interest free grace period is not applicable if the Cardholder has withdrawn cash from ATM and/ or purchased fuel for vehicle from filling stations.

#### - Illustrative Example for Grace Period Calculation:

For a statement for the period 21st March to 20th April, the Payment Due Date is 10th May. Assuming you (the word 'you' refers to the card holder) have paid back your previous month's dues in full, the grace period would be:

1. For a purchase on 21<sup>st</sup> March , interest free grace period is 21<sup>st</sup> March to 9<sup>th</sup> May : 50 days.
2. For a purchase dated 1st April, Interest-free grace period is 1st April to 9th May : 39 Days.
3. For a purchase dated 10th April, Interest-free grace period is 10th April to 9th May : 30 Days.

Thus, the grace period can vary depending upon the date of the purchase. However, if you have not paid the previous month's balance in full or if you have availed of cash from an ATM, then there will be no interest-free period.

#### VI. Service Charges for both revolving credit and cash Advance:

Service charges are payable on both i.e. revolving credit and cash advance at the monthly percentage rate on all transactions from the date of transaction in the event of cardholder choosing not to pay his balance in full, and on all cash advances when taken by the card holder from ATM, till they are paid back. Service charges, if payable, are debited to the Cardholder's account till the outstanding on the card is paid in full.

- Service Charges on cash advances are applicable from the date of transaction until the payment is made in full.
- When the customer carries forward any outstanding amount or avails of Cash Advance, a service charge calculated by average Daily Balance Method, will apply to balances carried forward and to fresh usage
- If a Cardholder avails of the revolving credit facility of the JK Bank Credit Card and hence chooses to pay an amount less than the total amount due reflected in the monthly billing statement, the entire outstanding amount would attract service charges and all new transactions will also attract service charges, till such time as the outstanding amount are repaid in full.
- Late Payment charges will be applicable if Minimum Amount Due is not paid by the payment due date. Clear funds need to be credited to JK Bank Card account on or before the payment due date to avoid Late Payment Charges. Late Payment Charges are applicable at Rs100/- per billing cycle.
- Over limit charges of Rs.200/- are applicable on total outstanding exceeding the Credit Limit
- - Present Rate of Interest is 2% p.m. (i.e. 24% annualized).

#### - Illustrative Example for Interest Calculation:

Assuming that you purchased a Watch for Rs.1200 on 1st April and a Finger Ring for Rs. 800 on 10th April, and you have made minimum payment due that is Rs. 100 on 10th May.

The interest will be calculated as under:

- Billing cycle 21st to 20th.
- Payment Due Date 10th

- Minimum Payment Due Rs.100.
- Payment of Rs.100 made on 10th May.
- Balance carried forward (Revolved Amount) Rs1900.

Interest Calculation:

Interest Calculated = (Outstanding Amount X 2% X 12 Months X No. of Days)/365

a) Interest on Rs.1200 for 39days (from 1st April to 9th May) Rs.30.77

b) Interest on Rs.800 for 30 days (from 10th April to 9th May) Rs.15.78

c) Interest on Rs.1900 for 11 days (from 10th May to 20th May) Rs.13.37

Total interest charged in Billing Cycle from 21st April to 20th May Rs.58.92 (Rounded to Rs.59/-)

Total Outstanding Rs.1959.00

Please note that the Service Charges and other charges are subject to change at the discretion of J&K Bank. Also please note that if the Cardholder exceeds the Credit limit of the account, over limit Charges will be levied on the account. For a list of charges that may be levied at specific instances, please refer to the Schedule of Fee and Charges.

**Note:** Making only the minimum payment in any month would result in the repayment stretching over subsequent months with consequent interest payment on your outstanding balance.

**b) DRAWAL LIMITS**

Credit Limit and Cash Limit are assigned to Cardholders based on internal J&K Bank credit criteria (Add-on cardholders share the same limits as that of the Primary Account Holder). These limits are communicated to the cardholder at the time of card delivery. The credit limit and cash limits are communicated to the cardholder in every statement. The Available Credit Limit (i.e. the Credit Limit available for use) at the time of the statement generation is provided as a part of the statement. Cardholders seeking to have their credit limit increased can do so by writing to J&K Bank and providing financial documents declaring their income. J&K Bank may at its sole discretion and based on such new documents provided, can increase the Credit Limit of the Cardholder.

**c) BILLING AND STATEMENT**

i) Billing Statement-periodicity and mode of sending:

J&K Bank will send the Card holder a monthly statement showing the payments credited and the transactions debited to the Cardholder's Account since the last statement. The Bank will mail through postal/courier services a statement of transactions in the card account every month on a predetermined date, to the mailing address on record with the Bank or send a statement through e-mail to the e-mail ID of the cardholder. If the balance outstanding is NIL no statement will be issued.

ii) Minimum Amount Due:

“JK Bank Credit Cards” offer the Card holder the facility of revolving credit. The Card holder may choose to pay only the Minimum Amount Due printed on the statement. The balance outstanding can be carried forward to subsequent statements. The Card holder can also choose to pay the Total Amount Due or any part of the amount above the Minimum Amount Due. Such payment should be made before the Payment Due Date. Clear funds need to be credited in JK Bank Card account on or before payment due date to avoid Late Payment Charges. Card holders are advised to drop local cheques at least 4 working days before the Payment Due Date to ensure payment reflects on the card account within the Payment Due Date. Any unpaid Minimum Amount Due of the previous statements will be added to the Card holders current Minimum Amount due in addition to the outstanding exceeding the Card holders Credit Limit.

- Payments made towards the Card outstanding are acknowledged in subsequent statements.
- Payments received against the Card holders outstanding will be adjusted against all taxes, fee and other charges, interest charges, cash advances and purchases in that order.

iii). Method of Payment:

Credit card dues can be paid through any of the following methods:

**Cash payment** can be made at any Business Unit of J&K Bank preferably networked Business Units.

Cheque/ Draft:

Make Cheque/draft in favor of JK Bank Credit Card No. xxxx xxxx xxxx xxxx (sixteen digits) and deposit the same with any Business Unit of J&K Bank. Please ensure to write your name and contact number on the reverse of the cheque.

Auto Debit:

In case of an account holder of J&K Bank, auto debit instructions for payment of credit card dues on monthly basis can be registered with the card issuing Business Unit either for payment of ‘Minimum Amount Due’ or ‘Total Amount Due’.

iv) Billing Disputes:

All the contents of the statement will be deemed to be correct and accepted if the Card holder does not inform J&K Bank of the discrepancies within 15 days of the Statement Date in writing. On receipt of such information, J&K Bank may reverse the charge on temporary basis by raising charge back pending investigation. If on completion of subsequent investigations, the liability of such charges is to the Cardholders account, the charge will be reinstated in a subsequent statement along with the associated retrieval request charges.

v) Contact Particulars of J&K Bank 24 hour Customer Helpline number:

The Cardholder can contact 24 hour Customer Care helpline numbers and 1800 220 600 (for MTNL / BSNL users) and +91 194-2481936 or +91 9906691266 or such other Telephone numbers as may be notified by J&K Bank from time to time.

vi) Grievance Redressal:

In the rare event of not being satisfied with the response from any of the recent contacts with the Bank, you can contact our Grievance Redressal Officer as under:

Grievance Redressal Officer  
Corporate Headquarters, M.A. Road; Srinagar  
Telephone no: +91 1942486427  
e-mail:grievance.creditcards@jkbmail.com

vii) Complete postal address of card issuing Bank :

**The Jammu And Kashmir Bank Ltd,**  
Card Issuance and Acquiring Department,  
Corporate Headquarters,  
M. A. Road, Srinagar-190001.(J&K)  
India

viii) SMS Alerts:

For the convenience of the Credit Card customers and as a risk mitigation factor, all the customers having recorded mobile numbers on application forms shall receive SMS Alerts from the bank as follows:

1. All transactions when concluded through JK Bank credit Card shall follow with an SMS alert for immediate information/confirmation.
2. When Card is first dispatched.
3. When the limit is overdrawn.
4. Reminder alerts two days prior to the payment due date with the request to ignore if the payment is already been made.
5. If due date is missed.
6. When bill is dispatched to the customer.

**d) DEFAULT**

i. The total Outstanding on the Card account, together with the amount of any charges affected but not yet charged to the Card Account will become immediately due and payable in full to J&K Bank on the occurrence of any of the following events, which shall be deemed as an instance of default:-

- The cardholder fails to pay the amount due to the bank within the stipulated period.

Cardholder becomes insolvent or there is any material adverse change in the financial condition of the cardholder, which in bank's opinion affects the interest of the bank

- Death of cardholder or total permanent disability

- Any Court grants a garnishee order

- Any representation made by the card holder proves to be incorrect, misleading, false or incomplete including but not limited to income and /or identification paper/document forwarded to the bank, being proved incorrect, incomplete and or contain false /fraudulent information.

- Cardholder generally do or omits to do anything, which may prejudice Bank's right in terms of cardholder agreement or cause bank to suffer any loss/ damage.

- Any payment Instruments including cheques and / or Standing instructions delivered to the Bank are not encashed / acted upon for any reason whatsoever on presentation being made.

- If cardholder is involved in or charged in criminal activities.

- In case of default in performance of any obligations under terms of any other loans / facilities provided by J&K Bank.

On bankruptcy or death of the Primary cardholder, Cardholder's estate will be responsible for settling any Outstanding on the Card Account and should keep J&K Bank indemnified against all costs, including legal fee and expenses incurred in recovering such Outstanding. Pending such repayments, J&K Bank will be entitled to continue to levy service charges at its prevailing rates.

ii. In the event that the Cardholder delays or is unable to settle the outstanding of his/her monthly statement of the Card in terms of Cardholder agreement, J&K Bank will exercise the right to lien and set off the amount outstanding against any monies payable / deposits/ accounts maintained in cardholder's name with the Bank .

iii. In the event of default, the Cardholder will be sent reminders from time to time by representatives of J&K Bank including third parties appointed by J&K Bank for settlement of any outstanding on the card account, by post, fax, telephone, electronic mail, SMS and/or engage its representatives to remind, follow up and collect dues. Any third party so appointed, shall adhere to the code of conduct on debt collection as applicable from time to time.

iv. In the event that cardholder delays or is unable to settle the outstanding even after issuing reminders and notice, his/ her name will be reported as defaulter to CIBIL, any other Credit Information Company authorized by RBI or published in print media with photograph.

Any notice given by J&K Bank will be deemed to have been received by the cardholder within 7 days of posting to the Cardholder's address last notified in writing to J&K Bank or, where specifically requested, within 24 hours of sending the same via e-mail at the e-mail address specified by him/her. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. J&K Bank shall not be held accountable for delays in receipt of notices by post.

v. In the event of any change in cardholder's e-mail and/or employment and /or offices and /or residential address and/or telephone/ mobile numbers, the cardholder shall inform J& K Bank promptly in writing or by e-mail and must confirm the same by mail or fax.

#### **e) WITHDRAWAL OF DEFAULTER REPORT FROM CIBIL**

The bank, at its sole discretion, shall withdraw any default report issued to CIBIL in the following events:

- The defaulter has liquidated his entire outstanding dues with the bank or settled his dues with the Bank.

- A court verdict has been received by the bank instructing the Bank to de-list the cardholder.

The decisions will be taken by the bank on a case to case basis upon individual review.

#### **f) TERMINATION / REVOCATION OF THE CARD HOLDERSHIP**

i). The Cardholder may terminate the Cardholder ship at any time by writing to J&K Bank at the following address: "Jammu And Kashmir Bank, Card Issuing and Acquiring Department, Corporate Headquarters M.A. Road, Srinagar-19001(J&K)" or the concerned business unit where from obtained, along with the card/s cut diagonally to pieces. All the cards including the add-on cards will be terminated on the basis of written request. Termination will be effective only after payment of all amounts outstanding to the card account. No annual, joining or renewal fee shall be refunded on a pro-rata basis.

ii). JK Bank may also restrict, terminate or suspend the use of the Credit Card at any time without prior notice, if the Bank reasonably believes it necessary for business or security reasons. JK Bank can suspend the facility on the Credit Card, if the Cardholder defaults on the payment due or exceeds the credit limit extended. The Card must not be used after the Agreement ends or if the card account is suspended.

iii). In such a situation, the Cardholder must (subject to any default or other notice required by law) immediately pay J&K Bank the total outstanding Balance on the Account. This includes all amounts due to J&K Bank under the Agreement, including all transactions and other amounts not yet charged to the Account. The card will not be considered as closed until the Cardholder has paid all such due amounts.

#### **g) LOSS / THEFT / MISUSE OF CARD**

- i. The Cardholder must notify the 24-Hour customer helpline number immediately if the primary or any Additional credit card is misplaced, lost, stolen, mutilated, not received when due or if he/she suspects that the credit card is being used without Cardholder's permission. Once a card is reported lost, it should not, under any circumstance be used if found by the Cardholder subsequently. As the Add-on-Card is an extended facility given on the primary Card Account, the Add-on-Card is rendered invalid when the primary card is reported lost.
- ii. The Bank is not liable or responsible for any transactions incurred on the card account prior to time of reporting of the loss of the Card, and the Cardholder will be fully liable for the same. After the receipt of proper notification of the loss by the Bank, the Cardholder's subsequent liability is Nil. In addition to notifying J&K Bank about the loss or theft of the Card, the Cardholder must report any theft of Cards to the Police and lodge an FIR.
- iii. The Cardholder will be liable for all losses in case of misuse of the card by someone who obtained the PIN/CVV/MasterCard Secure (M Secure) or the card with the consent of Cardholder or an Add-on-Cardholder.
- iv. If the Cardholder has acted fraudulently without reasonable care, the Cardholder shall be liable for all losses incurred.
- v. J&K Bank may, without referring to the Cardholder or any Add-on-Cardholder, give the police or other relevant authorities any information that J&K Bank consider relevant about the loss, theft or misuse of a Card or PIN/CVV/MasterCard Secure (M-Secure).

#### **h) DISCLOSURE**

Type of information relating to card holder to be disclosed with and without approval of Card holder:

- The cardholder acknowledges that J&K Bank is authorized to share cardholder information including but not limited to card holder current balance, payment history, etc. along with demographic details with any existing or future credit bureau without any notice to this intent to the Cardholder, and such information may pertain to positive or negative performance or default by the Cardholder as per the Credit Information Companies Regulation Act, 2005.
- The Credit Information Bureau (India) Ltd. (CIBIL) is an initiative of the Government of India and Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling cardholders to avail of better credit terms from various institutions.
- The cardholder further acknowledges that J&K Bank is authorized to share Cardholder information, including default in payments with Financial Institutions, employer and to other third parties engaged by J&K Bank for proper operation of card accounts, verification and other administrative services.



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- J&K Bank may also share Cardholder information with any parent, subsidiary, affiliate or associate of JK Bank for the purposes of marketing and offering various products and services of J&K Bank or its group companies, subsidiaries, affiliates and/or associates.
- All information in this communication is correct as on 31st March, 2010 and is subject to change at the discretion of J&K Bank. JK Bank Credit Card's "Most Important Terms and Conditions" (MITC) are also available at <http://jkbank.net>.

**Schedule of Fee & Charges**

S. No.	Particulars	Blue/Silver/Gold
1.	Entrance Fee	NIL
2.	Annual Fee	NIL
3.	Renewal Fee	NIL
4.	Add-on Card	NIL
5.	Maximum Interest Free Credit period (only on full payment, on or before the due date)	Upto 50 days
6.	Service Charges/ Interest Rate (purchase/cash)	2% (P.M.)
7.	Minimum Payment Due on Revolving Credit	5% of the actual balance in the month or 5% of the card limit + 100% of over the limit usage
8.	Cash Advance Charges at our Bank ATMs (from the date of transaction)	2% (P.M.) of the amount with a minimum of Rs 50.00 for each transaction
9.	Reissue of stolen, Lost or damaged card	Rs 300.00
10.	Cash advance charges at other Bank ATMs in India ( from date of transaction)	2.5% (P.M.) of the amount with a minimum of Rs 100 for each transaction
11.	Cash Advance Charges (Overseas) (from date of transaction)	2.5%(P.M.) of the amount with a minimum of US \$ 5 for each transaction
12.	Late Payment Fee	Rs 100
13.	Charges for over the credit limit usage	Rs 200 for each occasion
14.	Returned Cheque	Rs 100 per instrument
15.	Limit Enhancement fee	Rs 100 for each occasion
16.	Card replacement fee	Rs 300
17.	Retrieval of charge slip	Rs 50 or the actual charges incurred whichever is higher
18.	PIN replacement fee	Rs 100



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19.	Service Tax	As applicable from time to time
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