



# Kotak Debit Cards Terms & Conditions

## Issuance

- The Bank may at its discretion issue a debit card ('Card') to the Customer, which is valid for use in India and abroad. However, the Card is not valid for foreign exchange payments in India, Nepal & Bhutan. An ATM PIN is allotted to the customer along with the Card. The Customer can access his Account/s at Bank's ATMs, NFS , Cashnet network ATMs in India and Visa network ATMs globally. The Card can be used for making purchases at merchant establishments. Further the Card can be used for Cash @ PoS at select Merchant Establishments. The Cardholder shall take all the necessary steps to prevent the misuse of the Card. The Card may be used only by the Cardholder in whose name it is issued and is not transferable under any circumstances. Cardholder shall be solely responsible for any use or misuse of the Card.

## Validity

- The Card is valid upto the date specified on the face of the Card. Upon expiry of the validity period, the Bank may replace the card having new validity period if the account is active and not having negative balance. After the expiry of the Card the Cardholder shall destroy the Card by cutting / breaking the same in a manner such that the same cannot be used on any ATM.

## Loss of Card:

- If the Card is lost / stolen, Cardholder must immediately inform the Bank by calling the Phone Banking number and report loss or theft of the Card. Customer shall request the Bank Officials to block the card so that it cannot be used / misused after such reporting to the Bank.
- In case of loss of Card abroad, the Cardholder shall either call the Phone Banking number of the Bank or the Visa Global Customer Assistance Service (GCAS) number and inform about such loss or theft of the Card and shall request the VISA officials to block the card so that it can not be used / misused after such reporting. The Visa GCAS call in numbers are available in [www.visa.com](http://www.visa.com). The Bank or Visa GCAS upon receipt of intimation and after adequate verification of the Cardholder's identity shall hot list the Card
- Additionally the Cardholder should also file a report with the local police and send a physical true copy thereof to the Bank.
- The Customer shall be liable for all Charges incurred on the Card till receipt of intimation of loss through above prescribed modes. Further, the Customer understands that Customer shall continue to be liable to pay for the expenses, if any, incurred by use or misuse of the card post sending intimation to the bank by any mode other than the prescribed modes till the same reaches the Bank and card is hot-listed by the Bank.
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- Any instruction received by the Bank for hot listing of a Card cannot be revoked, even if the Card reported lost is subsequently



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- **Authority to Debit the Customer's Account:** The Customer authorises the Bank to debit his Account with the amount of withdrawals, transfers or any other cash transaction effected by the use of the Card as per the Bank's records and the Charges, which may be levied from time to time for the services rendered. All such transactions and related Charges will be binding on all Customers of the Account. In case of Non-individual Accounts the use of the Card by the user who has been duly authorised by such a Non-individual Customer shall be binding on the Customer and the Bank shall not be liable for any loss or expense suffered by the Customer by the use /misuse of the card by the card holder.
- **Supplementary Cards:** At the request of the Customer, the Bank at its sole discretion may issue more than one Card to the same Customer. Every such Supplementary Card shall be linked to the account of the Customer. All transactions on all the Cards issued with respect to an Account shall be binding on the Customer absolutely and he shall not be entitled to claim that a transaction on any of the Cards was not authorised by him. The Bank reserves the right to debit additional fees for the issue of Supplementary Cards.
- **Add on Cards:** At the request of the Customer, the Bank at its sole discretion may issue Add On Card. The Add On Cardholder can avail of all the facilities (upto specific limits set by the Customer within the prescribed limit as set by the Bank). All Charges incurred by or as applicable for the Add-On Card will be deemed as Charges incurred by Customer who will be fully liable for discharge of all obligations in respect of all the transactions performed by use of Add On Card or by the Add On Cardholder.

## ISSUANCE OF IMAGE DEBIT CARDS

- The Image Debit Card will be dispatched to the communication address, as specified by the Cardholder in the Application within 10 working days of the approval of the Application by Kotak Mahindra Bank. The Bank may, at its sole discretion, refuse to accept the Application or to issue Card to the Cardholder.
- The Image on the Image Debit Card may be changed by the Cardholder through a new request by placing an Application, on the Website.
- The case where Image Debit Card is lost, stolen or damaged, and a request for a replacement card is placed, the Cardholder must specify whether the new Card to be issued by Kotak Mahindra Bank, is to contain the same Image as the current Image Debit Card, held by the Cardholder, or whether the Cardholder is requesting for issue of a standard debit card, without any Image. In case the Cardholder does not provide Kotak Mahindra Bank with instructions regarding the same, the Cardholder shall receive a Card with the same Image as the previous Card.
- On expiry of the Image Debit Card, a new standard Debit Card will be issued to the Cardholder without any Image. In the event the Cardholder requires an Image Debit Card, he/she may apply for a new Card on the Kotak Mahindra Bank Website.

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# Kotak Debit Cards Terms & Conditions

## Ownership

- Card shall be and always remain the property of Bank and the Cardholder must return the same to the Bank forthwith or have the same returned to the Bank, on demand made by the Bank in this regard or closure of the Account. In the event of any misuse of the Card, the Bank reserves the right to seize/capture/hotlist/deactivate the Card or withdraw the facilities connected with the Card without any notice to the Cardholder.
- On Upgrading to a new Debit Card, existing Debit Card will continue to remain active unless specific instruction for closure is communicated as per the banks procedure and process

## Linking of Accounts

- All Accounts of the Customer, existing or opened in future, if eligible as per the Operating Mandate, will automatically be linked to the Card unless specifically instructed otherwise by the Customer. In case the Customer has more than one Account linked to his Card, the primary account which will be linked to Debit card will be an eligible account opened in last 15 days or the oldest eligible account linked to CRN or as per the extant policy of the Bank. Additionally the customer can also choose and set the primary account to be linked to his Debit Card using Mobile Banking/Net Banking. The Customer can designate any other Account as his Primary Account by way of giving instructions to the Bank in the manner prescribed by the Bank. The Customer can access all Accounts at any of the Bank's ATMs, however, only the Primary Account can be accessed on other Bank's ATM/ POS network.

## ATM/POS Network

- The Card is acceptable at any Visa Plus / Cashnet / NFS ATM network belonging to other banks and on all VISA accepting ATM's overseas. However the Card is not valid for foreign exchange payments in India, Nepal & Bhutan. Bank may, at its discretion, make available to the Cardholder ATMs, POS, and /or other devices through shared networks for the convenience and use of the Cardholder. Bank will levy a separate Charge for such facilities that will be announced from time to time. The type of transactions offered at such ATMs may differ from those offered on the Bank's own network. The Bank will support only the minimum transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the transaction limit without notice to the Cardholder.
- Should the Cardholder have any complaints concerning any Visa/Plus / Cashnet / NFS ATM network establishment, the matter should be resolved by the Cardholder with such establishment and failure to do so will not relieve him from any obligations to the Bank. However the Cardholder should notify the Bank of this complaint immediately.

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- In case of usage of a Non Kotak ATM, the transaction is the responsibility of the Bank owning the Non-Kotak ATM (herein after referred to as "Acquiring bank"). However in case there is a short cash dispensed at a non Kotak ATM, the cardholder may be given a credit to the account based on his request at the Bank's discretion. In case if the acquiring bank disputes any such short / excess cash dispensing, the Bank shall debit the cardholders account to extent of the disputed amount. In case of the cardholder's account not having sufficient funds for such debit by the Bank, the card holder undertakes to deposit such shortfall amount in his account within two working days of being contacted by the Bank.

## Honoring the Card

- The Bank shall in no circumstance be held liable to the Cardholder or any third party if the Card is not honoured in the desired manner, due to Technical Snags/ Force Majeure among other reasons or on account of any consequential or indirect loss or damage arising from such events. The responsibility of the Bank, if any, for non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the Indian law.

## Use of the Card outside India

- The use of the Card in jurisdictions other than India is subject to applicable regulations framed by Government of India and Reserve Bank of India (RBI), issued from time to time, and shall not in the ordinary course be permitted, except as may be specified by RBI and limits prescribed therein, from time to time. The onus of ensuring compliance with FEMA/RBI/GOI guidelines rests solely with the Cardholder. The Customer accepts full responsibility for wrongful use thereof by him in contravention of these rules and regulations and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial Charges that the Bank may incur and/or suffer on account of such wrongful use.

## Merchant Location Usage

- The Card will normally be honoured by all Merchant Establishments in India and abroad having POS Terminals, which display the Visa Marks. Any usage of the Card other than the electronic use will be considered as unauthorised and the Cardholder will be solely responsible for such transactions. Electronic usage is construed as the charge slip/transaction slip printed electronically from the POS Terminal. The Card will be honoured only when it carries the signature of the Cardholder. Transactions are deemed complete once the POS Terminal generates a sales slip and the sales slip is signed by the Cardholder. The amount of the transaction is debited immediately from the primary Account linked to the Card. The Cardholder should ensure that the Card is used properly at the Merchant Establishment towards payment for a particular purchase. The sales slip will be raised by the Customer each time the card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant Establishment.



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- **The Bank will not accept any responsibility for any dealings the Cardholder may have with the Merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any Merchant Establishment or the goods purchased or service availed from any Merchant, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank immediately.**
- **The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to Cardholder's Account with the transaction amount. The Bank at an additional charge may furnish copies of the sales slip. Any other Charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card, except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder. In case a Merchant wishes to cancel a completed transaction due to an error or an account of merchandise return, the earlier sales receipt must be cancelled by the merchant and copy of the cancelled receipt must be retained in his possession.**
- **All refunds and adjustments due to any Merchant/device error or communication link must be processed manually and the Account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Customer agrees that any debits received during this time will be honored based only on the available balance in the Account(s) without considering this refund. The Customer also indemnifies the Bank from such acts of dishonoring the payment instructions.**
- **Cardholder Information: The Bank reserves the right to disclose, in strict confidence, to other institutions/agencies/local authorities, such information concerning the Cardholder's Bank Account/s as may be necessary or appropriate in connection with its participation in any ATM or Electronic Funds Transfer Network or on account of the Bank's statutory obligations.**

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# Kotak Debit Cards Terms & Conditions

## Deposits Through ATM

- **The amount of the deposit of cash or cheque will be subject to verification by the Bank and this verified amount shall be final and binding on the Customer. The credit for (i) the cash deposits made in the ATMs will be available to the Customer on the following Working Day, and (ii) the cheque deposits will be available to the Customer after the cheque has been duly paid by the payee Bank. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. If there are soiled, mutilated notes in such deposits, the acceptance of such deposits shall be subject to final acceptance and reimbursement by RBI as per the Currency Note Refund Rules. Deposits of foreign currency cash/ cheques or any other deposits, which are unacceptable, shall be returned, at the Customers cost, risk and responsibility.**

## Global Cardholder Assistance Services (Visa Global Emergency Assistance Help lines)

- **Customer understands that the multi-lingual Visa Emergency Assistance Services Programme offers worldwide emergency referral assistance to Visa cardholders when traveling overseas. These include a wide range of legal, medical and other services. The communications and arrangements of services of the emergency card replacement and assistance program are provided by a third party service provider and are paid for by Visa International and the cardholder is responsible for the cost of any and all medical, legal or other services availed by him. The cardholder can also avail Emergency Card replacement through this process by satisfying about cardholder's identification to Visa.**
- **The Emergency Card Replacement can be issued by Visa when the cardholder loses his card abroad. The Emergency Card will work only at Point Of Sales (POS) and not at ATMs. Cardholder, after returning to India, will have to personally surrender the Emergency card so issued to the Bank. Save and except as mentioned here, all the terms and conditions regarding the use of the card shall apply to such Emergency card also.**
- **Any instruction received by the Bank for hot listing of a Card cannot be revoked, even if the Card reported lost is subsequently found. In such a case, the Cardholder shall destroy the Card and shall indemnify the Bank for any loss suffered due to the failure to do so.**

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## **Visa Concierge Services -Applicable to Signature and Infinite Debit Cardholders.**

- **Services such as organizing a flight to Paris, recommending a restaurant in Hong Kong, arranging for opera tickets in Milan or even suggesting a reliable dry cleaner away from home are just some of the services available. All it takes is a phone call, any time, anywhere in the world. The Visa Platinum Customer Centre (VPCC) is manned by professionals 24 hours a day, 7 days a week.**
- **Kotak Bank and Visa shall not be responsible for, nor does it guarantee the quality of goods and services provided by or availed from the Concierge service provider, nor is Kotak Bank and Visa liable for any deficiency in the products or inadequacies of the services so obtained or availed of by the Cardholder.**
- **Cardholders irrevocably agree that, any dispute, if any, arising out of or in connection with this offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the Courts in Mumbai only irrespective of whether courts / tribunals in other areas have concurrent or similar jurisdiction and such disputes shall be governed under the provisions of Arbitration and Conciliation Act, 1996 (as amended up to date)**

## **Fuel Surcharge**

- **For Gold, Platinum, Privy Platinum, Business Gold, Business Platinum, Signature and Platinum Debit Cards, presently, Bank has decided to waive the Fuel Surcharge (presently 2.5%). Bank reserves the right to withdraw the Fuel Surcharge waiver in the future, with prior notice to the customer**

## **Visa Card Offers**

- **The Debit Card also has premium offering supported by Visa through tie-ups which entitles users of the Debit Card to receive discounts on services and products purchased or availed through Visa Debit Card. These are across various categories like lifestyle, fine dining, travel and health care. Cardholder understands that these offers are applicable on usage of Debit Card only and not on usage of any other card issued by the Bank.**

## **Insurance**

- **Bank offers insurance to customers holding Kotak Debit Card. The details of insurance provided can be accessed at <https://www.kotak.com/en/personal-banking/cards/debit-cards/debit-card-services/insurance-on-debit-card.html> **This is an Internal document.****
- **Account nominee will be considered as the default nominee for Debit Card and linked Insurance Claims.**