

UNION BANK OF INDIA 'UNIONCARD' - APPLICATION FORM - Individuals

Name of Branch : _____ Branch Code No. _____ Place - _____ Date- _____
Important instruction. 1. please fill the entire form in capital letters only 2. Leave one box space between each word. Do not write outside the provided boxes 3. Complete all sections, sign the declaration and attach necessary documents 4. It is mandatory for the card holder to write name in full in clause on 2 (Viz., atleast an initial and a complete name word in the application form) 5. tick (✓) boxes where appropriate and write N.A. if not applicable.

ABOUT YOU

1. Name to be embossed (Maxi 19 letters) _____

2. Your Name _____
 Mr./Mrs. _____ Surname _____ Name _____ Middle Name _____

S/o, W/o, D/o _____

Nationality - Resident Indian: Non Resident Indian: Foreign National:
 (if foreign national, Nationality compulsory) Passport No. _____ Place of Issue: _____

Date of Expiry- _____ DD _____ MM _____ YYYY IT- PAN NO. _____

Voters ID No. _____ Driving License No. _____

Place of Issue: _____ Ration Card NO: _____

Place of Issue: _____ Mother's Maiden Name: _____

3. Present Residential Address: _____

 City: _____ Pin: _____

Permanent Residential Address: _____

 City: _____ Pin: _____

4. Telephone No. _____ Mobile No. _____

5. E-Mail Address: _____

6. Date of Birth: _____ DD _____ MM _____ YYYY 7. Age _____

8. Sex- Male Female 9. Educational Qualification 10+2 Diploma Graduate
 Post Graduate / Professional & Above Others (Specify) _____

10. Marital Status : Married Single No. of Dependents _____
 Date of Marriage Anniversary _____ DD _____ MM _____ YYYY

11. Your Residence is: Own Owned by Parents Company Provided Rented Others

12. Your Vehicle Car Owned by you Financed Co Provided Two wheeler Owned by you
 Financed Co.Provided

ABOUT YOUR WORK

1. You are Salaried Self employed Professional Retired Pensioner Housewife If salaried _____
 (Employee No)

If Salaried **If Self Employed**

2. Your Company Public Sector / Govt. Public Ltd.Co. Pvt Ltd. Co. Partner
 MNC Other (Please specify) _____ Proprietor

3. Your Current Position Executive Manager Assistant Professor Doctor Pvt. Ltd. Co. Others
 Engineer Law Consultant Architect Journalist
 Teaching Others (Please specify) _____

Completed Years of Service: 5 Yrs or More 2-5Yrs Ownership Stake Solely owned 50%share Less than 50%

3. Your Designation: _____ 4. Please Mail Card Bills to my- Residence Office

5. Name of the Company / Firm _____

6. Address _____
 _____ City: _____ Pin: _____ Tel No. _____
 Extn. No. _____ Fax No. _____ 7. No.of years of service _____

Current employment: _____ Previous Employment: _____

NOMINEE TO RECEIVE ACCIDENT INSURANCE BENEFIT

Name of the Nominee _____ Age _____

Nominee is my: Wife Husband son Daughter Father Mother Others (Specify) _____

Address: _____

I hereby nominate the above person to receive the claim amount by Insurance Company in the event of my Accidental Death, after adjustment of dues, if any, payable to Union Bank, the credit card issuing bank. I further declare that the nominee receipt shall be the sufficient discharge to the

Date: _____

Signature of Card Holder

ABOUT YOUR BANK ACCOUNT

1. Name of the Bank: _____ 2. Branch: _____ City: _____
3. Type of Account: Saving A/c Current A/c Fixed Deposit A/c 4. Year of Opening A/c: _____

DETAILS OF OTHER CARDS OWNED

1. Credit Card No. _____ Expiry Date _____ Issued by _____
2. Credit Card No. _____ Expiry Date _____ Issued by _____
3. Credit Card No. _____ Expiry Date _____ Issued by _____

STANDING INSTRUCTIONS

Would you like to make 100% payment of monthly bill and give standing instructions YES No (Applicable for Union Bank of India A/C holders only)
If yes Your Branch Name: _____ City _____
Your Account No. _____
(If CBS Branch, give full 15 digit number) Account in the Name of _____
(The first name of account should be in the name of Main Card holder.)

ABOUT YOUR INCOME

1. Income from salary /Business/Profession(Rs.) _____ / p.a 2) Other Income _____ (Source: _____)
3. Income of Spouse: _____ / p.a
Please attach : salary slip / salary Certificate/ Certified Copy of Income Statement /Form- 16 / Latest Copy of IT/WT return-Proof of residence.
Spouse Name _____ 1. Employed in: _____
Designation: _____ 2. Name of the Company: _____ Address _____

House (with loan) House (without loan) Land Approximate value in Rs: _____

PARTICULARS OF DEPOSITS / CREDIT FACILITIES WITH UNION BANK
(Applicable for cards applied with Deposit back up only)

Banking with Union Bank of India Since: _____

DETAILS OF DEPOSITS HELD :

1) Amount _____ (in Lacs) with Branch _____
2) Amount _____ (in Lacs) with Branch _____

REQUEST FOR ADD ON CARD
(To be filled only in case of add on application)

I ADD on Holder :

Name to be embossed (max 19 letters):

II ADD on Holder :

Name to be embossed (max 19 letters):

Name : _____

Relationship with you: Spouse Major Son
 Unmarried Daughter Father / Mother

Name: _____

Relationship with you: Spouse Major Son
 Unmarried Daughter Father / Mother

ENCLOSURES

Salary Certificate /Salary Slip Proof of other income Copy of IT return Residence Proof

PLEASE SIGN THIS DECLARATION

I/We confirm having read and understood the recent terms & conditions supplied to me which I / We unconditionally accept and as also the changes brought out from time to time. I/We confirm that the information contained in the application is true and correct. I/We authorize Union Bank of India to verify any information contained in the application from any source whatsoever at their sole discretion and also to exchange/share part with all information relating to my/ our credit card (including add on card) details and payment history to other Bank, financial institutions, Credit Card Companies, Credit Bureaus, Agencies statutory authorities and other agencies as may be required and I / We shall not hold Union Bank of India liable for use and / or parting with this information. It is my / our responsibility to obtain the credit card Terms & conditions and I / we are estopped to claim otherwise.
I / We confirm having read and understood the credit card terms and conditions I / We further agree that the bank may use my our name & address for marketing / merchandising offers between Union Bank of India and other companies / Institutions. I / We accept that Union Bank of India reserves the right to reject the application without assigning any reason. I / We undertake to pay the Bank all dues for usage of this card /Add on cards issued pursuant to my application. I / We as the applicant of the Primary card shall be liable for all charges incurred on the primary card and add on card on my / our account. I / We the add on holders also agree to be jointly and severally liable with the primary cardholder for all charges including fee of any nature incurred on the additional card issued to me and its renewal

Please Paste
Color Photo of
Main Card
Holder

Please Paste
Color Photo of
I Add on Card
Holder

Please Paste
Color Photo of
II Add on Card
Holder

Signature of the Primary Cardholder
(Please sign in Black ink only)

Signature of the I Add on Cardholder
(Please sign in Black ink only)

Signature of the II Add on Cardholder
(Please sign in Black ink only)

Name: _____

Name: _____

Name: _____

Date: -

BRANCH RECOMMENDATION

- i. I have verified the details furnished in the application including financial data and other information.
- ii. The applicant is a customer of our Bank for the past _____ years maintaining an average balance of Rs. _____ in his/ her SB / Current account and dealing with us have been satisfactory.
- iii. We have sanctioned UNIONCARD CLASSIC / SILVER / GOLD with a spending limit of Rs. _____ under the following category (Please tick the appropriate column.)
- iv. Overall Assessment by Branch Manager Excellent Good Satisfactory
- Public Deposit backed VIP Home Loan Flexi Deposit MGSA
- Staff PF No. _____ Designation: _____
- If officer present Scale : _____ Presently working in _____ Branch
- v. The above limits sanctioned are as per process note and scoring criteria prepared by us.
- Name _____ Signature of the Branch Manager: _____
- P.A. Number _____ Name of the Branch _____ Branch Code No.

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 Date _____

FORWARDED FOR SANCTION

The limits recommended does not come under the Delegated powers of the undersigned.

Hence recommended for sanction of a limit of Rs. _____ (Signature of Branch Manager with seal)

Sanctioned a Credit Card Limit of | _____

(Signature of Chief Manager Card Centre)

(Signature of Regional Head with seal)

FOR CARD ISSUE CENTRE USE

Inward No. _____

Issue Union Bank of India's UNIONCARD Classic Silver Gold with an overall limit of Rs. _____

(Rupees _____)

ONE ADD ON TWO ADD ON CARDS

CARD No _____ Issued on _____ Validity _____

ADD ON CARD No _____ Issued on _____ Validity _____

Second ADD ON CARD No _____ Issued on _____ Validity _____

Card Dispatched on _____ Pin mailer dispatched on _____ Signature _____

UNION BANK OF INDIA INTERNATIONAL CREDIT CARDS (VISA Classic, Silver & Gold)

Terms & conditions for Issue of Cards

1. Definitions

- a) 'Bank' means Union Bank of India and its successors and assigns.
- a.a Bank's record means Bill and Card Account details.
- b) 'Card' means Union Bank International Credit Card (Unioncard) including Visa Classic/Silver & Gold.
- c) 'Cardholder' means the person to whom or for whose use a card has been issued by the Bank and including both primary and add on card.
- d) 'Principal Card holder' means a person to whom and at whose request a card is issued by the Bank.
- e) 'Card Account' means designated account opened and maintained by the Bank for the cardholder.
- f) 'Merchant or Merchant Establishment' (ME) means any business establishment including any company, corporation, firm or person, wherever located, with whom arrangements exist for acceptance and honour of the card in settlement of sale of goods and services.
- g) 'Main Card' means the Card held by a cardholder at whose request add on card/s has/have been issued.
- h) 'Add on Card' means a Card issued to the spouse/ dependent son/daughter of the Main cardholder at his/her specific written request.
- i) 'Charges' means all amounts charged to the Card account, whether or not a charge slip is signed / issued for the purpose, and includes but is not limited to amounts charged for purchase of goods and services and cash advances drawn by the use of the Card or the card number, admission and membership fees, service charges, handling/additional charges, subscription fees etc., and taxes as may be applicable and all other amounts the cardholder has to pay or is liable on / usage of the Card or otherwise.
- j) 'Card Limit' means the credit limit sanctioned by the Bank to the cardholder, beyond which the Charges incurred on the card shall not exceed at any point of time
- k) 'Cash Advance' means any transaction using the Card at an ATM or otherwise to obtain cash or demand draft or pay order
- l) 'Cash Advance Limit' means the maximum amount of cash, as may be notified to the Cardholder by the Bank from time to time within the overall Card limit, that may be drawn through use of the Card.
- m) 'Bill' refers to the statement of account-sent every month or with such periodicity as may be determined by Bank to the cardholder indicating the details of the transactions put through on the card and the amount / charges due and payable by the cardholder.
- n) 'Validity Date' means the last date of the month of the year mentioned on the card, as the date up to which the card is valid.
- o) 'Concerned Branch' means the Branch office of the Bank at which the Card Account of the Cardholder is maintained.
- p) ATM means Automated Teller Machines installed by Banks used to effect Banking transactions.

2. Card validity and Cardholder's obligations

- a) The Card is valid for use in India and outside India and is valid up to the end of the month and year printed on the Card.
- b) The Card issued will always be the property of the Bank and shall be returned unconditionally and immediately to the Bank upon request by the Bank. The Bank shall not have any obligation to assign reasons for return request.
- c) The card is not transferable or assignable by the cardholder under any circumstances.
- d) The cardholder shall be deemed to have unconditionally agreed to be bound by these terms & conditions by acknowledging receipt of the card in writing or by signing on the reverse of the card or by incurring a charge on the Card or by use of Card. If the cardholder does not wish to be bound by these terms and conditions then he/she must cut the card in half diagonally and return it to the Bank's credit card cell, central office Mumbai. Unless the credit card is returned to the Bank's credit card cell, C.O Mumbai the act of retention of credit card issued to the Cardholder shall be deemed as acceptance and acknowledgement of Terms & conditions. Bank shall be entitled to change the Terms & Conditions at its discretion without any notice to the cardholder and the Cardholder shall be bound by the same i.e., it is the cardholder's personal liability to keep the card in safe custody to prevent any loss and misuse. Only the cardholder shall use the card. The cardholder shall not allow any other person to use the card on his/her behalf nor shall the card be handed over or transferred to anyone else. The card shall not be utilised for lotteries, gambling etc. The Card is valid throughout the world except the countries notified by Reserve Bank of India from time to time.
- e) The transactions under this card shall be strictly in conformity with the RBI guidelines or rules framed under FEMA, 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 and for any violations, cardholder is directly and personally liable to appropriate authorities.

- f) The Cardholder agrees to comply with all applicable laws and regulations from time to time, which govern or may be affected by use of the Card.
- g) The cardholder shall use the card strictly within the overall Card Limit determined for the cardholder as per the sanction conveyed to him, Any use beyond the said limit shall entitle the Bank to recall the Card and demand payment of charges due under the Card Account, terminate the agreement, impose penalties or take any other action as deemed fit.
- h) Card cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes or any unlawful purpose including the purchase of goods or services prohibited by law.

3. ATM usage

- a) The Card is accepted at the ATMs of Union Bank of India, ATMs displaying "Cash Tree " logo and at all ATM displaying the VISA Logo / sticker worldwide,
- b) Usage of Card in ATMs is upon physical insertion of the Card in the slot of the ATM and keying in the confidential Personal Identification Number (PIN), which is sent in a sealed envelope.
- c) In case the PIN mailer is received in a mutilated or damaged condition, the cardholder shall return the same immediately to the Bank for issue of new PIN.
- d) Cardholder shall neither keep a record nor divulge the PIN number to anyone. Any such act will be done by the cardholder at his/her own risk and responsibility and the Bank will in no way be responsible / liable for any direct / indirect or consequential loss to the cardholder due to such act.
- e) There will be separate service charge as announced by the Bank from time to time, for availing services through ATMs, by use of Card.
- f) The Bank will not be liable for any deficiency in service or to perform any obligation thereunder, where such failure is attributable, directly or indirectly to any malfunction of the ATM or the card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- g) 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. Union Bank of India will not be liable directly/indirectly if these services are withdrawn.
- h) The print output or receipt or statements generated at ATMs when acquired through Card is a record of the operations of the ATMs and shall not be construed as the Bank's record. The Bank's record of transactions shall be accepted as conclusive and binding for all purposes.

4. Usage at Merchant Establishments (MEs)

- a) The card is accepted at all MEs using Electronic Data Capturing (EDC) machines or Point of Sales (POS) terminals that have displayed VISA Logo and PIN is not required for using card at the MEs.
- b) The cardholder shall sign on the charge slip/transaction slip authenticating the transactions put through the card and invariably collect copy of charge slip. With respect to charges on account of mail order or telephone order or electronic commerce (Internet Transaction) where a charge slip or voucher may not be available for signature, the cardholder accepts that in the event of any disputes regarding the authenticity or validity of such a charge, cardholder will first clear his / her outstanding on the card account and then endeavor to resolve the dispute directly with the ME.
- c) A charge slip with the signature of the cardholder and the card number noted thereon shall be the conclusive evidence between the Bank and the cardholder as to the extent of the liability incurred by the cardholder and the Bank shall not be required to ensure that the cardholder has received the goods purchased or availed of the services to the cardholder's satisfaction. The liability for the charges incurred will not be avoided merely on account of omission to sign the charge slip.
- d) The Bank is not obliged to provide the original bill charge slip of the Merchant Establishment to the cardholder. However, the Bank may, if circumstances warrant, at its discretion provide on request a copy of the Cash Advance voucher/charge slip on payment of the charges prescribed for this purpose.
- e) The Bank shall not be liable for loss or inconvenience; if any, caused to the cardholder, if any ME does not, for whatsoever reason, honor the Card.
- f) The Bank shall not accept any responsibility for any dealings the ME may have with the cardholder, including but not limited to supply of goods / services. The Bank shall not be responsible for the quality of the product / service. The cardholder shall resolve any dispute with the ME on his own.
- g) Should the Cardholder choose to disagree with a charge indicated in the Bill, the same should be communicated to the Bank within 20 days of the Bill.
- h) The Bank accepts no responsibility for any charges over and above the value / cost of transactions levied by any ME and debited to cardholder's account. Cardholder should ascertain such charges before availing the services through the ME. A purchase and subsequent cancellation are two separate transactions. Such refunds shall be credited to the cardholder's account subsequently after due verification and as per VISA rules and regulations. The cardholder agrees that any debits received during the time of transaction will be honoured based only on the available balance limit in the account without considering the pending refund. The cardholder also indemnifies the Bank from acts of dishonouring the payment instructions in such circumstances. If the amount is not credited within 30 days of such cancellation, the cardholder should notify the Bank along with a copy of the credit slip issued by the ME.

- i) No cash withdrawal or deposit is permitted through EDC/POS terminals using card.
- j) A ceiling limit per transaction per day for different categories of merchants has been fixed for each Card, to prevent any misuse of the Card. Therefore, even if cardholder's account has sufficient balance in the Card limit, the purchases exceeding these limits will not be authorized, and in that event no claim would lie against the Bank for such non authorization.

5. Payment of Dues

- a) The Bank will send periodical Bill to the cardholder for all the Charges incurred on cardholder's Card. The cardholder is liable for all charges including all those made by the add on cardholder(s). The primary and the add on cardholders shall be jointly and severally liable for all the charges incurred on the primary and add on cards, including fee of any nature incurred on the cards issued to the cardholder/s.
- b) The cardholder shall pay to the Bank, the amount shown to be due in the Bill at the earliest but not later than the due date stipulated in the bill for payment. The said payments shall be made at the designated collection points notified by the Bank, for the purpose of being considered as Legal Tender.
- c) Non-receipt or delayed receipt of the Bill shall not be cited as a reason for non-payment of the amounts due and as such the cardholder shall not be entitled to any waiver of service / financial charges on this count
- d) Service / finance charges shall be levied to the cardholder's account at the prescribed rates or at such rates as amended from time to time on the balances as remained unpaid on due dates. The cardholder agrees to waive the notice for change in the rate of service / finance charges.
- e) The applicable service tax or any other tax levied by Government from time to time shall be charged to the Card account at the prescribed rates or at such rates as amended from time to time by the Government and the cardholder agrees to pay all such charges.
- f) If any cheque, Demand Draft or Electronic Clearing Service (ECS) mandate is not honoured for full payment, for each such cheque, Demand Draft or ECS mandate, the Bank shall charge to the card account appropriate charges to cover the Bank's cost.
- g) Payments and credits received by the Bank shall be applied in the following order: -
- h) Service tax and any other taxes applicable.
- i) Service charges.
- j) Finance Charges.
- k) Monies advanced for purchases of goods and / or services shown in the bill

6. Cash advances.

- a) The Bank will have the right of lien/set off in respect of all monies and securities, which the Bank holds in the name of the cardholder under any of the branches of the Bank against the out standings in the Card Account without any notice to the cardholder
- b) The legal heirs, assigns, legatees and nominees of the cardholder will remain liable to the Bank for the amount due on the cardholder's account in case of death of the cardholder
- c) The cardholder is liable to pay all cost of collection of dues if it becomes necessary to refer the matter to a collection agent appointed by the Bank for this purpose or where legal recourse for enforcement of payment has been taken.

7. Loss/Damage of the Card

- a) In the event the card is lost/stolen/copied the cardholder shall notify the Bank by any means forthwith {as per clause b}, but the same should be confirmed to our Credit card cell Mumbai in writing.
- b) The cardholder can utilize the telephonic 24 Hour Toll Free Help line/e-mail address / FAX provided by the Bank to notify the loss/theft/copying of the card. In the event of such theft / Loss /copying occurring abroad, the cardholder shall utilise the, VISA International Help line to notify such act.
- c) The said notification can be lodged at any time of day or night.
- d) However, the cardholder shall lodge a complaint with the police and submit in writing of such loss / theft / copying to the Bank along with an acknowledged copy of complaint lodged with the police as soon as possible, for issue of a new card.
- e) If Cardholder recovers your credit card after reporting its loss, cardholder shall not attempt to use it. Instead, should destroy the credit card by cutting it into several pieces.
- f) The cardholder shall indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss/theft or misuse of the Card in the event that it is lost and not reported to the Bank, or lost / stolen and misused before the same is notified to the Bank.
- g) In case a card is damaged/broken accidentally or in the course of handling, the Bank may on receipt of a request in writing from the cardholder confirming the damage of the card beyond use, replace the same at a prescribed fee.
- h) The cardholder will be fully liable for all the charges on the lost/stolen card. The said liability will be the aggregate of all transactions resulting from the use of the card for a period of 30 days from the date of receipt of the written intimation of the loss of the Card by the Bank in the case of offline transactions, and a period of 7 days from the date of receipt of the written intimation of the loss of the Card by the Bank in the case of online transactions.

- i) In the event the card is lost /stolen in the hands of cardholder the liability of the cardholder would be limited upto a maximum of Rs.1000/ from the time of notification of such event to the Bank by the Cardholder.

8) Hot listing of cards

- a. The Bank reserves the right to hot list a card for non-payment of dues and or utilization of the card in excess of the sanctioned card limit
- b. The Bank reserves the right to hot list a card if such instructions are received from any statutory authority or any -other entity authorised to issue such instructions.
- c. The Bank will have the right to seize the hotlisted cards directly or through Agents or Merchant Establishments.
- d. On payment of the entire dues under the hotlisted card, the Bank may, at its discretion, consider reissue of the card to the cardholder on payment of prescribed replacement fee.

9) Insurance

- a) In respect of any insurance cover or benefit made available to the cardholder by an insurance company at the request of the Bank, the cardholder specifically acknowledges that the insurance company will be solely liable for all claims there under and not the Bank.
- b) The Bank shall not be responsible or liable in any manner, whatsoever for any matter arising out of or in connection with such insurance cover whether for or in respect of any deficiency or defect in such insurance cover.
- c) Recovery or payment of compensation, processing of settlement of claims or any other matter in relation to the insurance cover shall be addressed to and resolved directly by the cardholder with the Insurance Company.
- d) The insurance cover will be available to the cardholder only as per the terms and conditions of the relevant insurance policy in force and only so long as the card account is maintained in good standing.
- e) On the card being suspended or cancelled for whatever reason or the card being expired, the benefit of such insurance cover shall cease to be available from the date of such suspension/cancellation/expiry.
- f) The Bank may, at any time, at its sole discretion and without giving any notice thereof amend, cancel or suspend the benefit of insurance cover.
- g) There is no obligation on the Bank to continue participation under any Scheme of an Insurance Company providing Insurance cover. The Bank shall have the first charge/lien on the insurance amount and shall be entitled to seek adjustment of the insurance amount to the cardholder's dues if any at the time the insurance claim is made.
- h) The insurance amount if received by the Bank shall be paid to the legal heirs/nominees only after adjusting the deceased cardholder's dues to the Bank.

10) VISA Global Customer Assistance Service (GCAS).

- a) The communications and arrangements of services of the Emergency Assistance Program are provided by a third-party service provider and are paid by VISA and the cardholder is responsible for the cost of any and all medical, legal or other services used.
- b) Assistance is provided on a best effort basis and may not be available due to problems of time, distance or location.
- c) The medical and/or legal professionals suggested and/or designated by VISA International are not employees of VISA International and, therefore they are not responsible for the availability use, omissions or results of any medical, legal or transportation service.
- d) The Bank will not be responsible in any manner for any deficiency /non-availability of such services.

11) Jurisdiction

All suits and proceedings against the Bank relating to any claims, disputes or differences arising out of or in respect of the card, shall be instituted only in the court situated at Mumbai and no court: situated in any other place shall have jurisdiction to entertain or decide such matters. The Bank may, however, at its option institute any such suits or proceedings against the cardholder at, any place where the cardholder resides or carries on business for work or gain or maintains his Card Account with any branch of the Bank or in the city where the Head Office of the Bank is situated. This Agreement shall be governed by and be construed by in accordance with the laws of India.

12) Termination

The Bank may terminate the card facility with immediate effect and the card shall be returned upon the occurrence of any of the following events:

- a) Failure to comply with the terms and conditions herein set forth.
- b) An event of default under an agreement of commitment (contingent or otherwise) entered into with the Bank, in respect of any transaction by the Cardholder in any capacity.
- c) The cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- d) Demise of the cardholder.
- e) In the event the cardholder decides to terminate the card, the cardholder shall give the Bank not less than One-month prior notice in writing and forthwith return the card to the Bank and obtain

- a valid receipt there for. Such termination shall also be deemed a termination of all related facilities accorded by the Bank to a cardholder. Membership fee will not be refunded for surrender / cancellation of card.
- f) In the event charges are incurred on the card after the cardholder claims to have destroyed the card, the cardholder shall be entirely liable for the charges incurred on the card whether or not the same are the result of the misuse and whether or not the Bank has been intimated of the destruction of the card.
 - g) Notwithstanding contained herein the Bank shall be authorised to discontinue this facility at any time by canceling the card with or without assigning any reason whatsoever

13) Indemnity

The cardholder agrees to indemnify the Bank against all liabilities, losses, damages and expenses that the Bank may sustain or incur either directly or indirectly as a result of:

- I. Negligence, mistake or misconduct of the cardholder.
- II. Breach or non-compliance to the rules / terms and conditions relating to the card and the account.
- III. Fraud or dishonesty relating to any transaction by the cardholder or his employees /agents etc.

14) Disclosure of Information

- a) The cardholder hereby expressly authorises the Bank to disclose at any time and for any purposes, any information whatsoever relating to his particulars, accounts, transactions or dealings with the Bank, to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies, Govt. agencies like RBI etc. or authorities and credit bureau including Credit Information Bureau of India Ltd. (CIBIL) in India or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit and any other person(s) whosoever where the disclosure is required by law or otherwise to whom the Bank deem fit to make such disclosure.
- b) The cardholder agrees to provide the Bank information that the Bank requires from the cardholder by law or regulation or! Any other appropriate information that the Bank may reasonably request from time to time.

15) General conditions

- a) In respect of any queries on the monthly Bill, Bank will take reasonable steps to assist the cardholder by providing information in relation to the charges debited to the cardholder's account. Prescribed charges will be debited to the cardholder's account for such information provided.
- b) If an establishment issues a credit slip, in respect of a charge, the Bank will, upon receipt of the credit slip, credit the amount shown on the credit slip to the cardholder's account. In all circumstances the cardholder shall pay the full amount shown on the monthly Bill and no claim by the cardholder shall be entertained by the Bank for set offs or counter claims against the Bank.
- c) The Bank shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the cardholder and any dispute arising there from should be directly settled with it by the cardholder.
- d) An Entrance fee at the prevailing rate will be levied upon opening of the Card account. An annual membership at the prevailing rate will be levied upon opening of the card account and then annually during the month in which the card account was originally opened. While there will be no entrance fee for issuing add on cards, an annual membership at the prevailing rate will be levied to the add on card account annually during the month in which the card account was originally opened. The Entrance fee and annual membership fee(s) are subject to change at the discretion of the Bank.
- e) The Main Card holder shall be fully liable to the Bank for all charges/ liabilities arising out of the usage of the Add on card. The Main Cardholder may at any time request cancellation of any Add on card but will continue to remain liable for any charges on such add on cards.
- f) The Bank may, at its discretion upon evaluation of the conduct of the cardholders account may renew the card limit annually or issue renewal cards and add-on cards until the cardholder instructs the Bank to stop renewal of the cards in writing. The renewal fees shall be charged to the cardholder's account annually. Union Bank of India reserves the sole right and absolute discretion of renewing the credit card account on expiry.
- g) The card once issued remains the property of the Bank and the Bank reserves the right to reclaim the same and to revoke the cardholder's/add-on cardholder's right to use the card at any time without any notice and without assigning any reason whatsoever. The revocation/ repossession of the card by the Bank shall not constitute any reflection on the cardholder's character or creditworthiness and the Bank shall not be responsible for any statement by any person requesting the return or surrender of the card.
- h) The cardholder hereby authorises the Bank to approach cardholder's employer or banker for attachment of the salaries/monies against any outstanding balances on the card and to do all acts, deeds and things, which the Bank may deem fit in connection therewith. This shall survive even on termination of the card facility until all the dues to the Bank are paid in full together with all costs and expenses.
- i) The cardholder agrees that a copy produced from a microfilm of any document relating to his account with the Bank or produced from the data received electronically from all establishments' point of sale terminal or from the cardholder himself shall be admissible to prove the contents of

- the document for any purpose.
- j) Any bill/communication or notice may be sent by the Bank to the cardholder's address last notified in writing by post, fax, e-mail or through other authorised sources. The Bank shall not be held responsible for any delay in receipt of any bill/communication or notices sent by any authorized communication.
 - k) If any discrepancy is noticed in the Bill, it should be brought to the notice of the Bank within 30 days of the date of bill falling which it shall be construed that the cardholder has confirmed and accepted all transactions.
 - l) Any change in the cardholder's employment and or office/residential address shall be informed to the Bank in writing immediately upon such change occurring.
 - m) The Bank is hereby authorised to contact the cardholder's employer, bank, credit reporting agencies, credit bureaus or any other information source and obtain, exchange, disclose any information which the Bank may require to operate the cardholder's account.
 - n) The Bank is hereby authorised to provide information on the cardholder confidentially to reputed third parties employed by the Bank for administrative reasons in connection with the operation of the credit card business, any third party whose name or logo appear on the card/charge slip.
 - o) The cheques issued towards card dues by the cardholder shall not be returned for any reason. The Cardholder hereby authorises the Bank to present the cheque returned any number of times during the validity period of the cheque towards realisation of the dues. The Bank reserves the right to proceed against the cardholder for dishonoring the cheque issued by the card holder for financial reasons as per provision of law including filing of criminal complaint under Sec. 138 of the Negotiable Instruments Act.
 - p) No interest will be paid on any credit balances in the cardholder's account.
 - q) The cardholder also agrees that the Bank may use cardholder's name/s and address/es for marketing / merchandising offers between Union Bank and other companies/institution.
 - r) The Bank reserves the right to utilize the information and data generated through the usage of the card by the cardholder in any manner whatsoever deemed fit in the conduct of its business.
 - s) The Bank at its sole discretion can appoint Agents for recovery of any outstanding on the card or initiate other action allowed by law for recovery of all monies owing to the Bank.

16) Acceptance of the Terms and Conditions

- a) It is deemed that the cardholder has applied for the card after understanding the terms and conditions printed on the application. The cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions and rules by either signing the card application form or acknowledging the receipt of the card in writing or by signing the reverse of the card or by putting through a transaction with the card, rendering the cardholder liable to pay all the charges and fees incurred.
- b) The Bank reserves the right to add/delete or vary any of these terms and conditions as the Bank thinks fit in its absolute discretion and without assigning any reason whatsoever and notify such changes to the cardholder in any manner it thinks appropriate. Such changes shall make a reference to this paragraph and shall be binding on the cardholder.

17. Amendments to Terms and Conditions

The Bank is entitled to add / alter / amend these rules as it thinks fit in its absolute discretion and without assigning any reason whatsoever and without notice and the same shall be binding on the cardholder.

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