

Terms & Conditions for Bank of India Prepaid Gift Card

These terms and conditions apply to and regulate the provisions of Prepaid Gift Card facilities provided by Bank of India (BOI), and having its registered office at PNB-BOI Tower, G-Block, C-29, 5th floor, Bandra - Kurla Complex, Bandra(East), Mumbai 400051

1. Definitions

- "The Bank" means Bank of India and its affiliates, successors and assigns.
- "Applicant" means a person who has applied for the Card by signing the application form.
- "Card" means a Prepaid Gift Card issued by the Bank to the Cardholder
- "Cardholder" means a person holding a valid Card
- "Available limit" means the maximum amount available at a given point of time for use on the Card, being a sum of amount(s) deposited in the Card as reduced by a) the amount(s) utilized by using the Card for Transaction(s) and b) fees, costs and expenses on the Card charged by the Bank to the Card.
- "Charges" mean all amounts charged to the Card under these terms and conditions including but not limited to purchase of goods, services by use of the Card or a Card number, entrance fee, service charges, finance charges, petrol and railway commission, card replacement charges, account maintenance fee card closure charges, service taxes and other taxes etc.
- "Charge Slip" means and includes a paper record or electronic record such as sales slips, terminal receipts, and record of charges, evidencing purchase of goods or services by a Cardholder from a Merchant using a Card
- Personal Identification Number(PIN) is a four digit confidential number given to the Cardholder by the Bank, while issuing the card. It is used to identify the customer at the POS terminal for putting through transactions. POS Terminal means point of sale electronic terminal at ME whether in India or overseas, capable of processing Card Transactions and at which, amongst others, the Cardholder can use his card to make purchases.
- "Merchant Establishment" means any company, establishment, firm or person, located in India which is designated as a VISA merchant and/or with whom there is an arrangement for a Cardholder to obtain goods & services by use of the Card and includes any establishment displaying the VISA symbol which appears on the face of the Card.
- "Person" means an individual, corporation, firm, company, institution, or other natural or legal person
- "Principal Cardholder" means the person to whom and at whose request a Card is issued by the Bank.

2. KYC / AML / CFT provision for issue of Gift Card

- The maximum value of any Gift Card instruments (where specific limits have not been prescribed including the amount transferred " shall not exceed Rs.10,000/-
- Gift Card payment instruments shall be issued under:-
 - i) Gift Card up to Rs.1000/- shall be issued against any identity document furnished by the customer, under no circumstances more than one Gift Card shall be issued to the same holder by the Bank

- ii) Gift Card up to Rs.5000/- can be issued by accepting any 'officially valid document' defined under Rule 2(d) of the Prevention of Money Laundering Act, as proof of identity. We shall not permit cash withdrawal.

- Gift Cards for value above Rs.5000/- shall be issued by following with the requirements of RBI issued from time to time by our Branch
- Bank shall maintain a log of all the transactions undertaken using these Gift Cards

- iii) Personal Identification Number (PIN): To enable the Cardholder to use the Card a Personal Identification Number (PIN) will be issued to him by the Bank. The Cardholder shall ensure that the PIN is received by him in a sealed mailer. Under any circumstances the Cardholder should not disclose his PIN to anyone including a joint account holder and the Bank. The Cardholder shall be solely responsible for the Consequences arising out of disclosure of his PIN, including any unauthorized use of the card. Any instructions given by means of the card and the PIN, whether in conjunction or independently, shall be deemed to be instructions given by the Cardholder, and the Bank shall be entitled to assume that those instructions are given by the Cardholder.

3. Usage of the Card

- The Card shall be valid only in India
- The Card is valid up to the last day of the month of the year indicated on the face of the Card
- The Card shall be used at Merchant Establishments and online E-commerce Merchants against the purchase of goods/services.
- The card cannot be used at an ATM.
- The Bank shall not be directly liable or responsible to the Cardholder or any person other than the Applicant and all communications to the Bank in relation to a Card or Transactions should be made only by the Applicant.
- The Card may be used for Transactions up to the then Available Amount.
- The Card may be used by the Cardholder and no other person.
- Upon a Transaction utilizing an amount, such amount shall be reduced from the then Available Amount to arrive at a new Available Amount post such Transaction.

4. Merchant Transactions

- Use of the Card at Merchant Establishments will be limited by the available limit on the card
- Any charge slip or other payment requisition received from a Merchant Establishment by the Bank for payment signature of the Card holder shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the use of the Card by the Cardholder. Bank shall be within its right to recover any amounts with interest at such rates Bank may deem fit in the event it is found that any purchase has not been debited to the Cardholder meant to be paid by the Cardholder.
- The Cardholder is advised to retain record of Transactions.
- The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardholder should notify the Bank of this complaint immediately to the Bank's Digital Banking Department at Mumbai. The Bank is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Card. Any dispute should be settled directly by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder of any obligations to the Bank. The existence of a claim or dispute shall not relieve the Cardholder of his obligation to pay all Charges and the Cardholder agrees to pay promptly such

Charges, notwithstanding any dispute or claim whatsoever. No claim by the Cardholder against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.

- The Bank will not be responsible if for any reason the merchant / Visa system are unable to communicate with the Bank system for authorization of transactions on the card. Such communication of failure may result in inability of the merchant to accept the card as a mode of payment even if there is sufficient amount available on the card.
- No exchange of goods/services in respect of transactions where the Card was used may be entertained by the merchant establishment.
- Cardholders are advised that the merchant establishments may not honor the Card if such establishments are conducting an advertised 'Reduction Sale'.
- Card must not be used for any unlawful purpose including for the purchase of goods or services prohibited by law
- Some transactions may attract a service charge in addition to the amount of the charge at certain merchant establishments, which will have to be borne by the Cardholder.
- A purchase and a cancellation of goods/services are two separate transactions. The Cardholder must pay for the purchase transaction. Credit of refund on account of cancellation rests with Merchant Establishment and the same will be credited to the Card (less cancellation charges) only when it is received from the Merchant Establishment. No cash refund will be given to the Cardholder.

5. Loss of Card

- The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused.
- In the event of the loss or theft of the Card, the Principal Cardholder must immediately lodge FIR with the Police and notify the Bank's Digital Banking Department Mumbai by the fastest means of communication such as telephone, fax, telex, and telegram etc. at its address given herein under. This must be confirmed in writing within seven days along with a copy of First Information Report lodged with the police. A replacement Card will normally be issued at the Bank's discretion, for a replacement fee to be decided by the Bank.
- The Cardholder will be fully liable for all the Charges on the lost Card. The Cardholder shall be liable for all transactions on the Card up to the time of reporting of the loss/theft/damage
- Cards which are reported to the Bank as lost/stolen or damaged cannot be used again, even if found or said to be in a non damaged condition subsequently.
- In the event the loss/theft of Card is not reported in writing as above to the Bank, the Cardholder shall be liable for all the charges transactions on the lost/stolen Card and the Cardholder hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card. In the event the transactions are received by the Bank after the Card has been reported lost or stolen but before the receipt of the Cardholder's written confirmation and police complaint/FIR as above, the Cardholder shall continue to be fully liable for all amounts debited to the Card. If the Cardholder is able to prove to the satisfaction of the Bank that the Card was

safeguarded, the loss/theft was promptly reported by the Cardholder in writing to the Bank and in general the Cardholder acted in good faith and with reasonable care and diligence, then in such an event the Bank may in its sole discretion limit the Cardholders liability from the time of reporting of loss to Bank to Rs. 1000/-.

6. Unutilized Card Amount

- An Available Amount if Rs 100/- (Rupees one hundred only) and above at the time of expiry of the Card shall be refunded to the Cardholder who had purchased the Card after deducting the Bank's charges, provided a claim for such refund is made with the Bank not later than 3 (three) months from the expiry of the Card.
- An Available Amount not more than Rs 100/- (Rupees one hundred only) at the time of expiry of the Card shall lapse to the Bank.

7. Reload Facility

- The Bank does not offer a reload facility on the Gift Card.

8. Balance Enquiry

- In order to find out details of available/balance amount and status of card, the cardholder can visit the below link:

<https://www.bankofindia.bank.in/gift-prepaid-card-enquiry/> and enter the 12-digit reference number printed on the back of the card

9. 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 the same shall be binding on the Cardholders



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