

## **Terms and Conditions for Issue of Federal Bank Debit Card to Customers**

Please read these Debit Card Terms and Conditions carefully before using the Federal Bank Debit Card. By using the Debit Card, you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them. You accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, Foreign Exchange Management Act 1999 ("FEMA"), all the rules and regulations framed under FEMA and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your Savings Bank Account/Current Accounts with Federal Bank.

Bank issues Federal Bank Debit Cards which are affiliated to Visa/ Mastercard/RuPay.

### **Objectives**

- To provide our valuable customers with withdrawal facility through ATMs, cash deposit facility through Cash Deposit Machine (CDM)/Cash Recyclers & Shopping via POS & e-Com in India and abroad.
- To enable customers travelling overseas to meet expenses without carrying foreign currency or traveller cheques.
- To use internationally/ domestically within applicable/eligible withdrawal limits.
- To enable use of debit cards in selected international e-POS/ecommerce websites that do not mandate for compulsory 2FA and limited to a fixed per transaction limit.
- To provide additional facilities like recurring transactions or debit card e-mandate transactions, Contactless transactions, Card-to-Card funds transfer, Mobile/DTH recharge, cheque book request, etc. through bank ATMs.
- To provide insurance coverage (accident-death and disability) for eligible debit card holders depending on the card variants or arrangements with card networks.

### **Transactions as per FEMA**

International transactions at ATMs or POS should be carried out by the cardholder strictly in accordance with FEMA/Exchange Control Regulators. The Cardholder should fulfil and abide by all guidelines issued by the Reserve Bank of India and the Government of India regarding international use of the Debit card and foreign currency transactions. Conversion of the foreign currency amount will be done at rates decided by the various parties involved. The Bank shall not be responsible for the rate of conversion or fluctuation in the exchange rate and such rate of conversion shall be binding on the customer. The Debit in the Cardholder's account will be in Indian Rupees. The total amount of transaction on the card will be limited to the extent of the balance available in the account maintained by the cardholder. There is a system level check to block selected transactions (like international transactions using debit cards issued in NRO accounts, transactions originated from Nepal/Bhutan using bank's debit cards, etc.) in order to comply with FEMA regulations.

## **Issue of Federal Bank Debit Card**

Federal Bank Debit Card is issued with a different design and distinct card series based-on customer profile and account scheme. Although Bank has offered to issue Debit Card free of cost to certain identified segment of customers, Bank will not levy any charge that was not explicitly indicated to the cardholder at the time of issue of the card and without getting his/her explicit consent.

### **Terms used here**

- a. **Bank:** means Federal Bank
- b. **Card:** means Federal Bank Debit-Card issued to customer
- c. **Cardholder** means customer who has been issued Federal Bank Debit Card.
  - The card is the property of the Bank and shall be returned unconditionally and immediately to the Bank upon request by the Bank.
  - The bank reserves the right to cancel the Card and stop its operations unilaterally without assigning any reason there for.
  - The card is not transferable.
- d. **Acquirer:** The bank or financial institution that processes card transactions on behalf of a merchant and settles funds into the merchant's account.

### **PIN**

The Cardholder can set PIN for the card/activate the card using SOFT PIN facility. An SMS in a prescribed format needs to be sent from the registered mobile number of the customer to dedicated mobile numbers of the bank. An OTP will be generated and sent back to the customer to his/her registered mobile number. Using this OTP, cardholder needs to set PIN/activate the card. A check has been implemented to identify weak PIN profiles. While selecting a new PIN, cardholders shall take care to not use numbers which can be easily associated with their personal details, viz. telephone no., date of birth etc. Besides the selected PIN values should not comprise of

- 1. A sequence from the associated account numbers.
- 2. String of the same number
- 3. Historically significant dates

- The Cardholder should change the PIN immediately if it is accidentally divulged.
- Customers can set their debit card PIN through several methods. For more details, please visit [Federal Bank | ATM Pin Generation | Debit Card Pin | Reset ATM Pin](#)

An unauthorized person can access the ATM services on Cardholder's account if he gains the card and the PIN. The card, therefore, should remain in cardholder's possession and should not be handed over to anyone else. The card is issued on the condition that the Bank bears no liability and sole liability lies with the cardholder. Therefore, it is recommended to change the debit card PIN periodically as a preventive measure. Further, the Bank will not be responsible for any loss, either direct or indirect, on account of ATM failure/ malfunctioning.

### **Loss of Card**

The Cardholder should immediately notify the Branch from where he/she has obtained the card in writing, if the card is lost / stolen. Any financial loss due to misuse of Card will be debited from the cardholder's account. Loss of card can also be reported at Federal Bank's All India Helpline No. - 18004201199 or 18004251199. As an immediate precautionary measure, customers can block further use of their lost card using alternate channels like SMS, Mobile banking, Net Banking or through contact center. For blocking through SMS, send an SMS in the following format to 5676762 OR +91-9895088888: "**BLOCK<space>Last Four Digits of Debit Card**". Fresh card can be issued by the branch upon the request of the customer in replacement of lost/damaged card and applicable charges, if any, shall be collected from the customer. In case a card is blocked on the request of the customer, replacement card in lieu of the blocked card shall be issued only with the explicit consent of the customer.

#### **Debit to customer's account**

The Bank has the express authority to debit the designated account of the cardholder for all withdrawal / transfer effected using the Card evidenced by Bank's records, which will be conclusive and binding on the cardholder. The Cardholder expressly authorizes the Bank to debit the designated account with service charges from time to time.

#### **Transactions**

The transaction record generated by the ATM will be conclusive and binding unless found to be otherwise on verification and corrected by the Bank. The verified and corrected amount will be binding on the Card Holder.

**Usage Limits:** Daily and monthly ATM withdrawal and purchase limits apply and may vary by card/product variant and customer vintage. Current limits and any changes are published on the Bank's website and may be modified from time to time

#### **Closing of Account**

The Card Holder wishing to close the designated account or surrender the card facility will give the Bank 10 working days' notice in writing and surrender the card along with the notice.

#### **Validity of Card**

Federal Bank Debit Card is valid for 5 years depending upon the card type and expiry date is pre-printed on the card.

**Note:** The Bank reserves the right to introduce new facilities or remove existing facilities as and when warranted without assigning any reason for the same. However, cardholder is to be duly advised.

#### **Applicability of Terms and Conditions**

The Terms and Conditions form the contract between the Cardholder and Federal Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms and Conditions by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting POS activation of the Card or activation through ATM/Fed mobile/IVR or any other mode or by requesting through Federal Bank's 24-Hour Customer Care Center or after 10 days have elapsed since the Card was dispatched to his address on record. The Terms and Conditions will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through Federal Bank 24-Hour Customer Care Center, Federal Bank internet banking and/or any

other channels, shall at all times continue to be bound by the terms and conditions stipulated by Federal Bank from time to time for such services / facilities.

#### **Important conditions governing Debit Card transactions**

- The Debit Card PIN is obliged to be maintained securely by the cardholder and not to be recorded in any form that would be intelligible and under no reasons/circumstances be accessible for any third party, either honestly or dishonestly. The Bank shall exercise care when issuing PINs or codes and shall be obliged not to disclose the Cardholder's PIN or code to anyone, except to the Cardholder.
- The Debit Card service is meant for withdrawals against the balance already available in the designated account. It is the Cardholder's obligation to maintain a sufficient balance in the designated account to meet withdrawals and service charges.
- Where the ATM is not working, the transactions in the ATM will be accounted for on the same/next working day.
- The Bank, at its discretion may amend the Terms and Conditions governing ATM services and the Debit Card. Cardholders will be notified of such changes through notification on the bank's website, which will be binding on the Cardholder. The terms may be altered by the Bank, but 30 days' notice of the proposed changes will be given to the cardholder to enable him/her to withdraw/ cancel the card if he/she chooses to do so. After the notice period of 30 days, the cardholder would be deemed to have accepted the terms if he/she had not withdrawn during the specified period.
- The Bank reserves the right to introduce new facilities or remove existing facilities as and when warranted, without assigning any reason for the same.
- The Bank may, at its discretion, refuse any application for the Card without assigning any reason. Fees charged (if any) for the use of the Card are to be borne by the customer.
- The Bank has the right to withdraw the privileges attached to the Card and to call upon the Cardholder to surrender the Card through the Merchant Establishment (ME), or their representatives or any other representative of the Bank, without assigning any reason.
- The Bank is entitled to block the Card and/or withdraw/cancel any or all of the facilities attached to the Card without prior notice to the cardholder and without assuming any liability on the part of the Bank if the Card is used by the Cardholder in a manner detrimental to the policy governing the card and for the purpose other than those mentioned in the terms and conditions governing the issue and use of the Card. The decision of the Bank with regard to the misuse of the card as aforesaid shall be binding upon the cardholder.
- Use of the Card shall be terminated without notice, upon the death, bankruptcy or insolvency of the Cardholder or on receipt of a letter from any one of the joint account holders changing the operative clause, receipt of an attachment order from a competent court or revenue authority or from RBI due to violation of FEMA/Exchange Control Regulations, or for other valid reasons or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attributable to the Cardholder.
- The Bank is not responsible/ liable for the failure of any ATM to dispense cash or if the customer is unable to withdraw cash for any reason.

- The Bank is not responsible for the refusal in any Merchant Establishment (ME) to accept or honour the Card, nor shall it be responsible in any respect for the goods or services supplied to the Cardholder. The Cardholder shall handle or resolve all claims or disputes directly with such Establishments and no claim by the Cardholder against the ME is subject to a set off or counterclaim against the Bank. The Cardholder's account will be credited only on receipt of money from the ME or the acquirer.
- In the event of a delayed settlement by the merchant or settlement differences of a debit card transaction, the primary account linked to the debit card shall be debited as and when the settlement is received and processed by the Bank. The Bank shall not be liable for any consequences arising from such delayed settlement or settlement differences, resulting in debit to the customer's account in accordance with the applicable card network rules and regulations
- The Bank will not be responsible for furnishing original bills of the Merchant Establishment to the Cardholder.
- The Cardholder will collect the copy of the transaction receipt from the Merchant Establishment and will preserve the same for his/her personal record.
- The Bank at its discretion will approve/reject any Card transaction.
- A transaction put through by utilizing the Card at any ATM or POS terminal or website shall be binding on the customer.
- The Cardholder should not countermand an order which he has given by means of his Card.
- The Bank shall not be liable for any loss caused by a technical breakdown of the payment system.
- The Customer will be provided with a record of the transactions after he/she has completed it, immediately in the form of receipt or another form such as the bank statement/email/SMS.
- In the event of an account of the Customer getting overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of the other accounts of the Customer.
- The convenience fee, if any charged on specific transactions, shall be disclosed to the cardholder in a transparent manner, prior to the transaction.
- Debit cards will be issued only to customers having Savings Bank/Current Accounts. Bank will not issue debit cards to cash credit/loan account holders. However, the bank will be providing the overdraft facility along with Pradhan Mantri Jan Dhan Yojana accounts with a debit card.
- The Bank shall ensure that the entire data relating to Debit Card are stored in a system located in India.

### **Statements and Records**

The Cardholder can get a verbal or written history of his transactions by calling the Federal Bank 24-Hour Customer Care Center. The Cardholder can also check the transaction records from the Account Statement available online on FedMobile/FedNet and website at Fed E Point and last 10 transactions on Federal Bank ATM. The Cardholder will inform Federal Bank in writing within 15 days, if any irregularities or discrepancies exist with regard to the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If Federal Bank does not receive any

information to the contrary within 15 days, Federal Bank may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, Federal Bank may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the use of the Card facilities. All records maintained by Federal Bank, in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the Terms and Conditions, and all camera/video recordings made as mentioned above shall, as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

### **Charges Applicable**

Various service charges are applicable for the debit cards, which may be revised by the Bank from time to time. Bank shall not levy any charge that was not explicitly indicated to the cardholder at the time of issue of the card and without getting his/her explicit consent. However, this shall not be applicable to charges like service taxes which may subsequently be levied by the Government or any other statutory authority. The applicable service charges at any point of time will be updated and published on Bank's website ([www.federalbank.co.in](http://www.federalbank.co.in)) as well as on the notice board of the Bank's branches. The details of Service Charges and Fees can be directly accessed from the following link: <https://www.federal.bank.in/rates-and-charges>

**Some of the of service charges include but not limited to the following are :**

#### **I. For debit card issuance**

- a. Issuance/Registration/Renewal Charges
- b. Replacement Charges
- c. Add-on/Duplicate Charges
- d. Annual Charges

#### **II. For ATM Transactions**

- a. ATM Financial & Non-Financial Transaction charges – Domestic ATMs – Charges will be applicable over and above the free transactions permitted per month per card. Any ATM transaction conducted at ATMs of other banks in excess of the free transaction limit shall attract charges as per applicable Schedule of Charges of the Bank (Rates, Terms & Conditions mentioned under Debit Cards in [www.federal.bank.in](http://www.federal.bank.in)), as amended from time to time. The applicable charges for such excess ATM transactions shall be collected on a real time basis at the time of execution of the ATM transaction without any further notice. In the event the customer's account does not maintain sufficient available balance to cover the applicable ATM transaction charges at the time of such transaction, the Bank reserves the right to decline or reject the ATM transaction, without any liability whatsoever. The Bank reserves the right to revise the number of free transactions, applicable charges, and the manner of recovery hereof, in accordance with regulatory guidelines or internal policies

#### **III. Other Charges**

- a. Insufficient Funds Decline Charges (ECOM/POS/other bank ATM charge)
- b. Surcharges – Transactions for Railways & Fuel Pump

**Note:** All charges applicable to Debit cards and transactions using Debit cards are as per the service charges finalised by the Bank.

## **MULTIPLE ACCOUNTS**

The Cardholder agrees that in case he has multiple accounts with Federal Bank, Federal Bank will decide the number of accounts, which will have the Card facility on them. In case of Cards linked to multiple Accounts, fast cash Transactions on Federal Bank ATMs, all Transactions done on Shared Network ATMs and POS Terminal Transactions carried out with the Card will be affected only on the Primary Account. Federal Bank will debit the primary account/ any of the accounts linked to the Card where sufficient balance is available, for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the **respective** account(s), which are linked to the Card.

## **DISCLOSURE OF INFORMATION**

1. When requested by the Bank, you shall provide any information, records or certificates relating to any matter that the Bank deems necessary. You will also authorize the Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if the same is found incorrect, the Bank may, at its discretion, refuse renewal of the Card or cancel the Card forthwith.
2. Bank will not reveal any information relating to customers obtained at the time of opening the account or issuing the card to any other person or organization without obtaining their explicit consent, with regard to the purpose/s for which the information will be used and the organizations with whom the information will be shared.
3. Bank will ensure strict compliance to the extant legal framework on data protection.
4. Further, in case where the customers give explicit consent for sharing the information with other agencies, Bank will explicitly state and explain clearly to the customer the full meaning/implications of the disclosure clause. The information sought from customers shall not be of such nature which will violate the provisions of law relating to maintenance of secrecy in the transactions.
5. The Bank will be solely responsible for the correctness or otherwise of the data provided for the purpose.
6. The Bank reserves the right to disclose customer information in any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
7. The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be deemed necessary or appropriate in connection to its participation in any Electronic Fund Transfer network.
8. The Bank reserves the right to report to the RBI, the expenditure undertaken by its Cardholder in foreign currencies to ensure that the Basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.

**9.** The Bank makes no representations about the quality of the goods and services of third parties providing benefits such as discounts to Cardholders. The Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

**10.** In all matters relating to the Debit Card, the decision of the Bank shall be final and binding in all respects.

**11.** Any person taking advantage of the Debit Card in good standing shall be deemed to have read, understood and accepted these terms and conditions.

#### **UNAUTHORIZED ELECTRONIC BANKING TRANSACTIONS**

The liability of the Bank or Customer for any unauthorized transaction shall be:

**1. Zero Liability of a Customer** - A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following manner:

(a) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer)

(b) Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within **three working days** of receiving the communication from the bank regarding the unauthorized transaction.

**2. Limited Liability of a Customer**- A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:

(a) In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, the customer will bear the entire loss until he reports the unauthorized transaction to the Bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.

(b) In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the Customer, but lies elsewhere in the system and when there is a delay (**of four to seven working days after receiving the communication from the bank**) on the part of the customer in notifying the Bank of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or '10,000/- whichever is lower.

**3.** The Bank will not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide valid mobile numbers. In case the Customer notifies the Bank **after seven working days** of receiving the communication from the Bank regarding the unauthorized transaction, the customer liability shall be determined as per the Bank's board approved policy. Bank shall evaluate and determine the same as per the Bank's board approved policy.

<b>Summary of Customer's Liability</b>	
<b>Time taken to report the fraudulent transaction from the date of receiving the communication</b>	<b>Customer's liability (₹)</b>
Within 3 working days	Zero liability

Within 4 to 7 working days	Transaction Value or 10,000/- whichever is lower
Beyond 7 working days	As per bank's Board approved policy

4. In case of loss/theft/ misuse of Debit Card, please visit the following link to know steps to block/report unauthorised transactions <https://www.federalbank.co.in/block-unauthorised-transactions>.

#### **Reversal Timeline for Zero Liability/ Limited Liability of customer**

On being notified by the customer, the bank shall credit (shadow reversal) the amount involved in the unauthorised electronic transaction to the customer's account within 10 working days from the date of such notification by the customer (without waiting for settlement of insurance claim, if any). Banks may also at their discretion decide to waive off any customer liability in case of unauthorised electronic banking transactions even in cases of customer negligence. The credit shall be value dated to be as of the date of the unauthorised transaction.

#### **Further, the Bank will ensure that:**

- i. A complaint is resolved and liability of the customer, if any, established within such time, as may be specified in the bank's Board approved policy on customer protection – limiting liability of customers in unauthorised electronic banking transactions, but not exceeding 90 days from the date of receipt of the complaint, the customer is compensated as per Bank's Compensatory Policy on customer protection – limiting liability of customers in unauthorised electronic banking transactions.
- ii. Where the Bank is unable to resolve the complaint or determine the customer liability, if any, within 90 days, the compensation as mentioned above will be paid to the customer; and
- iii. In case of debit card/ bank account, the customer does not suffer loss of interest.
- iv. Bank shall be liable to compensate the complainant for the loss of his/her time, expenses, financial loss as well as for the harassment and mental anguish suffered by him/her for the fault of the Bank and where the grievance has not been redressed in time.

For all disputed cases, customer shall provide all the supporting documents required by the Bank, within the stipulated timeframe. The burden of proving customer liability in case of unauthorised electronic banking transactions shall lie on the bank.

#### **Harmonisation of Turnaround Time (TAT) and customer compensation for failed transactions using authorised Payment Systems**

Reserve Bank of India had introduced guidelines on Turnaround Time (TAT) for resolution of customer complaints and compensation framework across all authorised payment systems in the month of September 2020. Banks and other operators / system participants shall endeavour towards quicker resolution of such failed transactions and wherever financial compensation is involved, the same shall be effected to the customer's account *Suo moto*, without waiting for a complaint or claim from the customer. The Bank has adopted the above guidelines. In the event of failed transactions, wherever financial compensation is involved, the same shall be effected to the customer's account *Suo moto*.

Customer Compensation details for failed transactions using Authorised Payment Systems is given below

**Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems**

Sl. no.	Description of the incident	Framework for auto-reversal and compensation	
		Timeline for autoreversal	Compensation payable
I	II	III	IV
<b>1 Automated Teller Machines (ATMs) including Micro-ATMs</b>			
a	Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transaction within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.
<b>2 Card Transaction</b>			
a	<u>Card to card transfer</u>  Card account debited but the beneficiary card account not credited.	Transaction to be reversed (R) latest within T + 1 day, if credit is not effected to the beneficiary account.	₹ 100/- per day of delay beyond T + 1 day.
b	<u>Point of Sale (PoS) (Card Present) including Cash at PoS</u>  Account debited but confirmation not received at merchant location i.e., chargeslip not generated.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
c	<u>Card Not Present (CNP) (ecommerce)</u>  Account debited but confirmation not received at merchant's system.		

**Governing Law and Jurisdiction**

Federal Bank and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Kerala, India and irrevocably submit themselves to the jurisdiction of that court or tribunal.

These Terms shall be governed by and construed in accordance with the laws of India.

**For grievances regarding Debit Card**

In case you have any queries/complaints regarding Debit Card, please feel free to contact us through any of the following means:

1. You may call our 24\*7 Customer contact centre on 1800-425-1199 /1800-420-1199 and register your complaint
2. You may write to us at support@federalbank.co.in and register your complaint.
3. You may visit any of our bank branches to register your query/complaint.

For escalation details, visit the Federal Bank website [www.federalbank.co.in/grievance-redressal](http://www.federalbank.co.in/grievance-redressal) and go through Bank's Grievance Redressal Policy or visit your nearest Federal Bank branch.

In case the Customer has any complaint relating to the features of any of the products/services of the Bank that the Customer holds/avails of, the Customer has an option to approach the Grievance Redressal Cell within the Bank for a resolution and if the Customer does not get a satisfactory response within 30 days from the date of lodging the complaint, the Customer can approach RBI Ombudsman concerned for redressal of his/her grievance/s.