

## MOST IMPORTANT TERMS AND CONDITIONS

The “Most Important Terms and Conditions”(“MITC”) are applicable to all Credit Cards/Cardmembers/applicants of Credit Cards/Customers of YES BANK /members of the general public evincing interest in the Credit Card product of YES BANK. The MITC are subject to change at the discretion of YES BANK and in accordance with laws as applicable from time to time and they are in addition to and are to be read along with the terms and conditions of Cardmember Agreement (“Cardmember Agreement”). In case of any inconsistency between MITC and the Cardmember Agreement, the Cardmember Agreement shall prevail, unless otherwise specified hereunder.

All capitalized terms used herein but not defined here, shall have the meaning given to them under the Cardmember Agreement.

### 1. Fee and Charges

#### A. Annual Membership Fee

Annual Membership Fee is applicable on the Primary and Add-on Credit Card(s). These fees may vary depending on the offer under which YES BANK Credit Card has been availed of by the Cardmember. The same is communicated to the Cardmember at the time of Credit Card application. These fees, including fees for any Add-on Cardmember(s), as applicable, are billed to the Cardmember's Credit Card account on issuance / renewal and the same will reflect in the Credit Card statement of the month in which it is billed. No refund of fees will be applicable on closure of Credit Card.

#### B. Cash Advance Fees

The Cardmember can use the Credit Card to access cash round the clock from ATMs in India or abroad. A transaction fee of 2.5% (Minimum ₹300) would be levied on the amount withdrawn and would be billed to the Cardmember in the next monthly statement. The transaction fee is subject to change at the sole discretion of YES BANK. All cash advance transactions also carry a finance charge equal to charge on revolving credit (please refer Schedule of Charges) from the date of withdrawal until the date of full payment. Applicable finance charge is subject to change at the sole discretion of YES BANK.

#### C. Other Charges

- Fees and charges, as may be applicable from time to time, are payable by Cardmember for specific services provided by YES BANK to the Cardmember or for defaults committed by the Cardmember with reference to his / her card account.
- Late Payment charges will be applicable if Minimum Amount Due is not paid by the payment due date. Clear funds need to be credited to YES BANK Credit Card account on or before the payment due date, to avoid Late Payment charges. Late payment charges are applicable as:
- Please be advised that applicable Indirect Taxes including Service Tax, and Swachh Bharat Cess and Krishi Kalyan Cess would be levied on all fees and charges and any other amount liable to tax under prevailing Indirect Tax. (Krishi Kalyan Cess will be applicable from 1<sup>st</sup> June 2016 onwards)
- YES BANK retains the right to alter any fees or charges from time to time or to introduce new fees or charges, as it may deem appropriate. Such changes will be made with prospective effect giving notice of at least 30 days.

Statement Balance	Late Payment Charges
Less than ₹100/-	Nil
₹ 100/- to ₹ 500/-	₹ 100/-
₹ 501/- to ₹ 5,000/-	₹ 400/-
₹ 5,001/- to ₹ 20,000/-	₹ 500/-
₹ 20,000/- and above	₹ 700/-

#### D. Interest Free Period

Cardmember can avail interest free credit period of upto 50 days subject to the scheme applicable on the specific Credit Card (please refer to the Schedule of Charges as annexed herein). However, Interest free period is not applicable if the previous month's statement balance has not been cleared in full on or before the due date. The same will also not be applicable if the Cardmember has withdrawn cash from ATM.

### Illustrative Example for Interest Free Credit Period Calculation:

Let us assume that the payment due date for a Credit Card falls on 25<sup>th</sup> May, and previous month's dues have been paid in full, the grace period would be:

1. For a purchase dated 6<sup>th</sup> April, interest free credit period is 6<sup>th</sup> April to 25<sup>th</sup> May = 50 days.
2. For a purchase dated 17<sup>th</sup> April, interest free grace period is 17<sup>th</sup> April to 25<sup>th</sup> May = 39 days.

## 2. Limits

- YES BANK, at its sole discretion will determine the Cardmember's Credit limit and cash withdrawal limit (Add-on Cardmembers share the same limit as that of the Primary Cardmember). Credit limit is the maximum amount, which can be outstanding against the Credit Card account at any given time. These limits are duly communicated to the Cardmember at the time of card delivery and through the monthly statements. The available credit limit at the time of the statement generation is provided as part of the monthly statement as well. Cash Advance Limit is the maximum amount of cash or equivalent of cash as defined or prescribed by YES BANK, that the Cardmember can use on his/her Credit Card Account. Cash Limit is part of the Cardmember's Credit Limit. Please refer Schedule of Charges to know applicable Cash Advance Limit.
- As a service gesture, YES BANK may approve certain transactions attempted by the Cardmember, which are over and above the credit limit. However, an over limit charge of 2.5% of the overlimit amount or ₹ 500 (whichever is higher) will be levied on the Credit Card account.
- YES BANK will review the Cardmember's Credit Card account periodically. YES BANK, at its sole discretion, may decrease the Cardmember's credit limit based on internal criteria. Bank will inform Cardmember for the same immediately including the reason thereof by SMS/email followed by confirmation in writing.
- Cardmember seeking to have Cardmember's credit limit increased can do so by writing to YES BANK and providing financial documents declaring Cardmember/s income. YES BANK, at its sole discretion and based on such new documents provided, may increase the Cardmember's Credit Limit.
- Usage of the Credit Card shall be deemed as acceptance of the credit limits granted from time to time.

## 3. Finance Charges

- Finance charges are payable at the monthly percentage rate on all transactions from the date of transaction in the event of the Cardmember choosing not to pay his balance in full, and on all cash advances taken by the Cardmember, till they are paid back. Finance charges, if payable, are debited to Cardmember's account till the outstanding on the card is paid in full.
- Finance charges on cash advances are applicable from the date of transaction until the payment is made in full.
- When the Cardmember carries forward any outstanding amount or avails of Cash Advance, a finance charge calculated by average Daily Balance Method, will apply to balances carried forward and to fresh billings, till such time the previous outstanding amounts are repaid in full.
- Please note that the Finance charges and other charges are subject to change at the discretion of YES BANK.

**Please refer to following illustration for understanding the calculation of finance charges on revolving credit.**

Date	Transaction	Amount
2 <sup>nd</sup> June	Purchase of Apparel	₹ 5000
14 <sup>th</sup> June	Purchase of Grocery	₹ 1000
20 <sup>th</sup> June	Statement date	Total Amount Due = ₹ 6000 Minimum Amount Due = ₹ 300
10 <sup>th</sup> July	Payment realised on the card account	₹ 1000 (Credit)
14 <sup>th</sup> July	Purchase of groceries	₹ 1000
20 <sup>th</sup> July	Statement date	Total Amount Due = ₹ 6209.16 Minimum Amount Due = ₹ 310.46

It's assumed that the Cardmember has paid all previous dues in full and does not have any amount outstanding in his/her YES BANK Credit Card Account. Cardmember's statement date is 20<sup>th</sup> of every month. The following is the list of transactions Cardmember has done on his/her Card account.

On the statement dated 20<sup>th</sup> July, the following will reflect as the components of the total amount payable by the Cardmember:

Interest calculated = (outstanding amount x 1.99% pm x 12 months x no of days) / 3.65

Interest on ₹ 5000 @ 1.99% pm from 2<sup>nd</sup> June to 9<sup>th</sup> July (i.e. for 38 days) = ₹ 124.31

Interest on ₹ 1000 @ 1.99% pm from 14<sup>th</sup> June to 9<sup>th</sup> July (i.e. for 26 days) = ₹ 17.01

Interest on ₹ 5000 @ 1.99% pm from 10<sup>th</sup> July to 20<sup>th</sup> July (i.e. for 11 days) = ₹ 35.98

Interest on ₹ 1000 (fresh spends) @ 1.99% pm from 14<sup>th</sup> July to 20<sup>th</sup> July

a) Total interest of ₹ 181.88

b) Service tax of 14%, Swachh Bharat Cess of 0.5% and Krishi Kalyan Cess of 0.5% on the interest amount = ₹ 27.28

c) Total Principal amount outstanding =

₹ 6000 (₹ 1000 fresh spend + balance ₹ 5000 outstanding from last month's billing period)

Hence Total Amount Due = (a) + (b) + (c) = ₹ 6209.16

#### 4. Billing

- YES BANK will send the Cardmember a monthly statement showing the payments credited and the transactions debited to the Card Account since the last statement. YES BANK will mail / email a statement of transactions in the card account every month on a pre determined date, to the mailing address / email address on record with YES BANK. If the balance outstanding is less than ₹ 100/- and there is no further transaction pending billing since last statement, no statement will be issued.
- YES BANK Credit Cards offer the Cardmember, the facility of revolving credit. The Cardmember may choose to pay only the Minimum Amount Due (MAD), Total Amount Due or any part of the Total Amount Due above MAD as mentioned in the Credit Card statement. The balance outstanding can be carried forward to subsequent statements. Such payment should be made before the Payment Due Date. Clear funds need to be credited to YES BANK Card account on or before payment due date to avoid Late Payment Charges. Cardmembers are advised to drop local cheques well in advance to the Payment due date to ensure payment reflects on the card account within the payment due date.
- Current Minimum Amount Due is calculated as 5% of balance outstanding or ₹ 100 (whichever is higher), added with all applicable taxes and EMI (only in case of EMI based products). Any unpaid Minimum Amount Due of the previous statement, will be added to the Cardmember's current Minimum Amount due in addition to the outstanding exceeding the Cardmember's Credit Limit.
- Payments made towards the Credit Card outstanding are acknowledged in subsequent statements.
- Payments received against the Cardmember's card outstanding will be adjusted against service tax interest charges, service charges and fees (including membership fee), principle balance from last cycle and current cycle purchases, in that order.
- Payments towards the card account may be made in any of the following ways:
  - ⇒ In case the Cardmember has a YES BANK account, he/she can make the payment through NetBanking and/or YES BANK ATMs. Such Cardmember can also opt for a standing instruction facility, where funds can be automatically transferred from Cardmember's YES BANK Account to Cardmember's Card Account on due date.
  - ⇒ Cardmember can make payment through NEFT fund transfer mode from other bank account (use IFSC code YESB0CMSNOC), or payment through Bill Desk facility using other Bank's Netbanking account.
  - ⇒ Cardmember can also make payment by dropping the payment instrument (Cheque or draft) into any of the YES BANK Credit Card drop boxes placed in the YES BANK branches and ATMs. The Cheque/Draft should be made payable to YES BANK Credit Card Number xxxx xxxx xxxx xxxx.
  - ⇒ Cardmember can also make payment through Cash Payments in YES BANK Branches. Please refer Schedule of Charges for applicable charge for cash payments in Credit Card account.
- In case of any change in Cardmember's communication address/email address, Cardmember is advised to contact and update the same with YES BANK immediately to ensure that the Cardmember receive statements regularly on time.
- Statement/Billing Disputes: All the contents of the statement will be deemed to be correct and accepted if the Cardmember does not inform YES BANK of the discrepancies within 60 days of the Statement Date in writing. On receipt of such Information, YES BANK may reverse the charge on temporary basis pending investigation. If on completion of subsequent investigations, the liability of such charges is to the Cardmember's account, the charges will be reinstated in subsequent statement along with the

associated retrieval requests charges.

- Please note that making only the minimum payment every month would result in the repayment stretching over years with consequent interest payment on your outstanding balance.
  - The Cardmember can contact YES BANK Credit Cards for making any enquiries in relation to the billing and statement disputes
- ⇒ 24x7 YES TOUCH Customer Care Number: 1800 103 6000/ 022-49350000
- ⇒ Through mail - YES BANK Limited, One India Bulls Park, No 14, 3<sup>rd</sup> Main Road, Ambattur Industrial Estate, Ambattur, Chennai - 600058
- ⇒ By email [yesfirstcc@yesbank.in](mailto:yesfirstcc@yesbank.in)

## 5. Default and Circumstances

If the Cardmember does not pay, at least Minimum Amount Due by the payment due date, the account will be reported as 'overdue' in the monthly submissions to the credit bureaus, authorized by Reserve Bank of India (RBI). Non-payment of at least the minimum amount due may lead to disruption of Credit Card services. Cardmember will be reminded in subsequent statements to pay his/her dues. If Cardmember makes requisite payments, his/her record will be updated as 'current' in the next monthly refresh to the credit bureau.

In the event of default, the Cardmember will be sent reminders from time to time for settlement of any outstanding on the card account, by suitable communication channels and/or engaging third parties to remind, follow up and collect dues. Any third party so appointed, shall adhere fully to the code of conduct on debt collection.

## 6. Right of Lien

YES BANK, at any time and without notice, will have lien and right to set-off on all amounts belonging to the Cardmember and/or Add-on Cardmember standing to their credit in any account/custody of YES BANK, if upon demand by YES BANK, the balance amount on the card account is not repaid within the prescribed time.

## 7. Termination/Revocation of the Card Membership

- The Cardmember may terminate the card membership at any-time by writing to YES BANK at the following address:

**YES BANK Limited, One India Bulls Park, No 14, 3<sup>rd</sup> Main Road, Ambattur Industrial Estate, Ambattur, Chennai - 600058** along with 'the cards cut diagonally to minimum 4 pieces. All the cards including the add-on cards will be terminated basis the written request. Termination will be effective only after receipt of the cut cards and payment of all amounts outstanding to the card account. No annual, joining or renewal fees shall be refunded on a pro-rata basis.

- In case YES BANK notices unusual and abnormal transaction patterns in the use of the Credit Card, YES BANK will try to establish contact with the Cardmember on the registered phone number of the Cardmember available on its records to verify the validity of the card transaction.
- Failure on the part of YES BANK to establish contact with the Cardmember, YES BANK may restrict /terminate the use of the Credit Card without any further notice, if YES BANK reasonably believes that it is necessary in the interest of the Cardmember and /or for security reasons.
- YES BANK can suspend the facility on the Credit Card, if the Cardmember defaults on payment due or exceeds the credit limit extended. The Credit Card must not be used after the Cardmember Agreement has ended or if the card account is suspended. In such a situation, Cardmember must (subject to any default or other notice required by law) immediately pay YES BANK the total outstanding balance on the Credit Card Account. This includes all amounts due to YES BANK under the Cardmember Agreement including all transactions and other amounts not yet charged to the Credit Card Account. The Credit Card will not be considered as closed until the Cardmember has paid all such due amounts in full.
- The death or incapacitation of a Cardmember shall automatically cancel the Credit Card issued to the Cardmember as well as any Add-on Cardmembers. The Credit Card Account would also be liable to be suspended on instructions from any government/regulatory body. All amounts outstanding on the Credit Card Account shall be deemed to have immediately become due on death or incapacitation as the case may be, and YES BANK shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to the obligation of the Cardmember to forth with pay all outstanding amounts.

## 8. Loss/Theft/Misuse of Card

- The Cardmember must notify the same on our 24x7 YES TOUCH Customer Care Number immediately if the Primary or any Additional Credit Card is misplaced, lost, stolen, mutilated, not received when due or if he/she suspects that the Credit Card is being used without Cardmember's permission.
- YES BANK shall not be liable or responsible for any transaction incurred on the card account prior to time of reporting of the loss of the card, the Cardmember will be wholly liable for the same. Once YES BANK receives proper notification of the loss, Cardmember is not liable for any future transactions on the Card Account. In addition to notifying YES BANK about the loss or theft of the Credit Card, the Cardmember must report any theft of Cards to the Police, lodge an FIR and provide acknowledged copy of police complaint.
- The Cardmember will be liable for all losses in case of misuse of the card by someone who obtained the PIN or the card with the consent of Cardmember or Add-on Cardmember.
- If the Cardmember has acted fraudulently, the Cardmember will be liable for all losses. If the Cardmember acts without reasonable care, the Cardmember may be liable for all losses incurred.
- YES BANK may, without referring to the Cardmember or any Add-on Cardmember, give the police or other relevant authorities any information that YES BANK considers relevant about the loss, theft or misuse of a Card or PIN.
- Once a card is reported lost, it should not, under any circumstance be used if found by the Cardmember subsequently. Please destroy the card by cutting it into several pieces through the magnetic strip and EMV Chip.
- The PIN (Personal Identification Number) issued to the Cardmember for use with the Credit Card or any number chosen by the Cardmember as a PIN should be known only to the Cardmember. It is for the personal use of the Cardmember and it is non-transferable and strictly confidential. A written record of PIN should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of YES BANK or to merchant establishment, under any circumstances or by any means, whether voluntary or otherwise. YES BANK and/or its staff/employees shall not be responsible or liable for any compromise with the PIN by the Cardmember.

## 9. Grievance Redressal

If you are not satisfied with our services and/or response given by any of YES BANK's access channels, you may call us at 1800 103 6000 (Toll free) / 022 - 49350000 or send an email to [yesfirstcc@yesbank.in](mailto:yesfirstcc@yesbank.in). For any escalations, you may contact our principal nodal officer Mr. Ratan Kumar Kesh, at YES BANK Limited, 22nd Floor, IFC, YES BANK Tower, Elphinstone Road (W), Mumbai – 400013. Email: [principal.nodalofficer@yesbank.in](mailto:principal.nodalofficer@yesbank.in) OR call 0124-4619044 between 09.30 am to 05.30 pm Monday to Friday.

In the event that you do not receive any response within 1 (One) month from the date you represented your complaint to the above mentioned channels, or if you are dissatisfied with the response given, you may write to Banking Ombudsman for an independent review. Please visit the grievance redressal webpage on [www.rbi.org.in](http://www.rbi.org.in) for details on the Banking Ombudsman scheme.

## 10. Disclosure & Important Regulatory Information

- The Cardmember acknowledges that as per existing business practices, the Bank can disclose from time to time any information relating to the Credit Card(s), to any credit bureau (existing or future) without any notice to the Cardmember.
- The Credit Information Bureau India Limited (CIBIL) is an initiative of the Government of India and Reserve Bank of India to improve the functionality and stability of the financial system. All Banks and financial institutions participating in this initiative are required to share customer data with CIBIL/other credit bureaus and this information is being provided in the terms of the Credit Information Companies Regulation Act, 2005. In view of this we wish to inform the Cardmember that YES BANK can disclose any information relating to credit card(s) default by the Cardmember to CIBIL and to any other credit bureau (existing and future) in case the card payment is overdue, with due notice. Any refresh/update of data on receipt of payment towards overdue card accounts will reflect in CIBIL/other credit bureaus within a period of 60 days from the date of receipt of payment by YES BANK.
- YES BANK reserves the right to report a delinquent Cardmember to bureau even in the instance of Cardmember raising a billing dispute, which YES BANK has clarified as an invalid dispute earlier or raised by the Cardmember after the cut-off time for such disputes as defined by YES BANK and/or the dispute is in relation to transactions where a PIN or a One Time Password was

used.

- YES BANK also reserves the right to assign any activities related to the Credit Card operations to any service provider appointed by YES BANK, whether located in India or overseas and whether a YES BANK Group entity or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). YES BANK can provide/share details of Cardmember(s) account/application to such service providers for any activities related to the Credit Card operations without any specific consent.
- We also wish to inform the Cardmember that YES BANK will, at its own discretion, record specific conversations between the Cardmember and the representative of YES BANK, in cases of grievance-related conversation or payments recovery-related conversation or any other conversation, that YES BANK may deem fit.
- Select Credit Card variants have a complimentary insurance cover on the Card. The policy coverage starts from the date of the Credit Card set up. For more information and terms & conditions, please refer to the YES BANK Website.
- From time to time, YES BANK communicates various features / products / promotional offers which offer significant benefits to its Cardmembers and may use the services of third party agencies to do so. If Cardmember does not wish to be informed about such benefits through telephone calls / SMS, he/she can subscribe for the 'Do not call' service. Please call customer service or visit [www.yes.bank](http://www.yes.bank) to subscribe for 'Do not Call' service.
- Your YES BANK Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India and the Foreign Exchange Management Act, 1999. Cardmember resident in India is notified that collecting and effecting/ remitting payments directly/ indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and a cardholder making such transactions would make himself/ herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti Money Laundering (AML) standards. Any violation of the Exchange Control Regulations arising out of utilization of YES BANK Credit Card is the sole responsibility of the individual YES BANK Credit Cardmember
- International Credit Cards cannot be used on the internet or otherwise for the purchase of prohibited items such as lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call back services and/or such items/activities for which no withdrawal of foreign exchange is permitted.

Schedule of Charges - YES BANK Credit Cards						
	YES FIRST: PREFERRED/EXCLUSIVE					
Joining Fee	NIL					
Annual Membership Fee (First Year and Renewal)	PREFERRED: ₹2500/-, EXCLUSIVE : ₹10,000/- (+Taxes as applicable) (For first year, fee is charged in first statement. For every renewal, Annual Fee is charged in first statement post renewal)					
Spend Condition for waiver of Annual Charges. (Only applicable on retail spend transaction)	PREFERRED/EXCLUSIVE : Not Applicable					
Interest Free Period	Upto 50 days					
Minimum Amount Due (MAD)	Minimum of 5% of total payment due as per statement or ₹200, whichever is higher					
Cash Advance Limit	30% of Credit Limit					
Add-on Card Fee	No Joining Fee, No Annual Fee (Maximum Upto 3 Add-On Cards can be issued)					
Finance Charges on Revolving Credit, on Cash advance and/or on overdue amount	For YES BANK Savings and Salary Account Holders - 1.20% per month (i.e 14.40% annualised) Others- 1.99% per month (i.e 23.88% annualised)					
Late Payment Charges (LPC) (Per Statement, as per the statement balance)	For Statement Balance	< ₹100	₹101-500	₹501-5,000	₹5,001-20,000	> ₹20,000
	LPC	Nil	₹100	₹400	₹500	₹700
Overdue Fee	2.5% of overlimit amount or ₹500, whichever is higher per instance					
Cash Advance Fee	2.5% of amount withdrawn or ₹300, whichever is higher					
Payment Return Charges: Cheques/Auto pay	₹350 (Per instance of cheque or Auto Pay Return)					
Reward Redemption Fee	₹100 per redemption request (waived for Exclusive)					
Fuel surcharge waiver (Service Tax and other Cess levied on Fuel Surcharge will not be reversed)	Valid for Transaction between ₹400/- to ₹5,000/- only. Maximum surcharge waiver in a statement cycle (For Preferred: ₹500, For Exclusive: ₹1,000/-)					
Re-issue of lost, stolen or damaged card	₹100 (Per reissuance)					
Foreign Currency Conversion Charges	1.75%					
Outstation Cheque Processing Fee	₹25 (Per Outstation Cheque)					
Duplicate Statement (Statement older than 6 months)	₹100 per statement					
Cash deposit at YBL Branches towards Credit Card repayment	₹100 (To be charged for Cash Deposit on or after 01/01/2017)					
Railway ticket booking and cancellation surcharge (On Counters)	₹30 + 2.5% of the transaction amount					
Railway Ticket on IRCTC	1.8% of the transaction amount + service charge as applicable					
Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess	Applicable on all fee and charges (14% Service Tax, 0.5% Swachh Bharat Cess and 0.5% Krishi Kalyan Cess)					



**YES BANK LIMITED**

One India Bulls Park, No 14, 3<sup>rd</sup> Main Road, Ambattur Industrial Estate, Ambattur, Chennai - 600058

24x7 YES TOUCH Customer Care Numbers :  
1800 103 6000 (Toll Free For Mobile & Landlines in India)  
+91 22 4935 0000 (When calling from Outside India)

Website: [www.yes.bank](http://www.yes.bank)

E-mail Address: [yesfirstcc@yesbank.in](mailto:yesfirstcc@yesbank.in)