

EASY BILLPAY SERVICE TERMS & CONDITIONS

1. The term "Utility Company" or "Biller"; shall mean a company, organization or entity that sends a Bill, statement or invoice, usually a request for payment for a product or service to the customer.
2. Easy Bill Pay service is available for select billers in select cities.
3. The said services will be available to the credit card holders registered for this service and to the exclusion of all others.
4. The cardholder agrees to pay a convenience charge while registering through TATA Card website. The convenience charge is subject to revision/waiver promotions from time to time by TATA Card. The convenience charge will be 1.82% of the transaction amount for any transaction done for Cat 2 Billers and no convenience charge for any transactions done for Cat 1 Billers. The list of Cat 1 and cat 2 billers is as given on the website www.tatacard.com.
5. The Cardholder agrees that he/she would enter/give the Bill details correctly in the application form/website/recorded lines, if entered/given incorrectly it will not be the responsibility of TATA Card, and any further disputes are to be settled with the utility company directly by the card holder. It is specifically stipulated that all liability shall be on the cardholder in case of any incorrect entry and TATA card shall not be responsible whether directly, indirectly, incidentally or consequentially for any such acts of the cardholder.
6. The cardholder shall take precaution to ensure that no double payment is made from his end for the same bill. TATA Card will not be liable for reversals in such cases and cardholder will need to liaise directly with Biller.
7. TATA Card will not bear the responsibility of late payment made by the cardholder
8. The Cardholder should ensure that he/she receives a confirmation for the payment made by him/her through this facility. Any non-confirmation of the transaction, TATA card shall not be responsible and liable and accordingly no payments shall be made to the utility company.
9. Payment to the registered Biller will be made only when we receive the bill from Biller. In case of failure in receiving the Bill from Biller, TATA card won't be liable for non-payment.
10. All disputes regarding the bill registration and payments should be raised within 6 months of the billing date, TATA Card will not bear any responsibility for wrong payments or registrations after 6 months
11. Notwithstanding any other terms, it is stipulated that processing of all the payments is subject to the availability of free, clear and available limits in the cardholder's TATA Credit Card Account at the time of processing the transaction. In the event of credit limits not being available, cardholder will receive a payment failed report.

12. In all situations where the cardholder services are discontinued/disrupted due to any acts of the utility company, governmental orders and any other related matter, TATA Card shall not be responsible and/or liable for the same and the cardholder shall be solely responsible and liable to settle such matters with its utility company and/or statutory authority.

13. The cardholder indemnifies TATA Card from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the cardholder and Utility companies or by reason of TATA Card acting in good faith and bonafide belief.

14. TATA Card will endeavor to effect payments / carry-out instructions received by it within Bill due date. However, TATA Card does not warrant that Payment / fulfillment of instructions will not be delayed for reasons beyond its control including any default on the part of the service provider. As the instructions would depend on various electronic technology used from time to time, there could be delays in receipt of any instructions by TATA Card from the cardholder and by the provider of Utilities / Services. For all such delays, the service provider of such services shall be responsible and liable being the owner and administrator of these services.

15. In case of any wrong amount debited to card due to issue/incorrect customer mapping at Biller end, Cardholder might have to liaise directly with Biller for refund. Refund policies of Biller will apply over and above these terms and conditions. SBICPSL will only act as a facilitator for refunds on a best effort basis.

16. This service is available only for individual cardholders and not corporate cardholders.

17. It is clarified here that cardholder statement is adequate and conclusive proof that such payment was paid to utility company

18. TATA Card is not in any manner party to the contracts that may be executed between the cardholder and the providers of such Utilities / Services. The providers of Utilities / Services shall be solely responsible to the cardholder to render the Utilities / Services for which Payment is to be made by TATA Card and TATA Card shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the cardholder and any providers of Utilities / Services.

19. The cardholder shall not hold TATA Card liable for any non-service, delayed service or faulty service rendered by the provider of Utilities / Services and shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, or personal meeting with TATA Card in this regard.

20. TATA Card will not accept any cancellation request by the cardholder if the payment transaction has been authorized on his card account and payment accepted by the Biller. Payment authorization is initiated 5 days prior to the payment due date. Any disputes will have to be settled by the cardholder directly with the Biller.

21. Nothing contained herein shall prejudice or affect the terms and conditions as mentioned in the Terms & Conditions booklet sent in the Credit Card welcome kit . The terms of this service shall be in addition to and not in derogation of the terms contained in the Terms & Conditions booklet

22. Nothing contained in the said services shall be construed as binding obligation on TATA Card or any participating utility company to continue the services after the services are terminated.

23. TATA Card reserves the right to charge and recover from the Cardholder, fees for availing the service, which may be altered with prior intimation to the cardholder.

24. TATA Card shall have the right to revoke and/or discontinue this service to certain cardholders if it has reason and/or reasonable apprehension to believe that such continuing of this service shall gravely prejudice the commercial situation of TATA Card. Such a determination by TATA Card shall be at its sole and absolute discretion with reference to its cardholders

25. All disputes and differences arising out and in connection with this service shall be subject to arbitration under the Arbitration and Conciliation Act, 1996 with any amendments thereof. The arbitration shall be conducted by a sole arbitrator appointed by SBICPSL. The place of arbitration shall be New Delhi and language of arbitration shall be English. The award passed by the arbitrator shall be final and binding on parties. Existence of a dispute/difference shall not constitute a claim against SBICPSL. Notwithstanding the foregoing the courts in New Delhi shall have the exclusive jurisdiction to decide any matters related and connected to the instant terms.

26. The said services will be effective subject to TATA Card Credit Card being valid and in good standing

27. TATA Card may at its sole discretion accept or decline the said services by the utility company.

28. TATA Card may change from time to time the utility companies for which said services are extended

29. The record of charges in respect of the said services received or availed by cardholder and submitted by utility companies to cardholder's Card Account will neither bear Cardholder signature nor the imprint of Credit Card. Cardholder therefore undertake to unconditionally honor and pay without demur protest and contest all the said charges including interim charges booked by cardholder under the said services, as and when cardholder is billed for the same by TATA Card during the validity period of his Card and subsequent renewals thereof.

30. TATA Card reserves the right to revoke / stop this facility if the credit behavior on the card is unsatisfactory

31. This facility is available only for utility bills pertaining to residential uses, No commercial utility bills will be paid under this scheme

32. No receipt will be given for bills paid through this facility. Cardholder statement is adequate proof that such payment was paid to utility company

33. TATA Card neither endorses the Utilities / Services offered, nor is it in any manner party to the contracts that may be executed between the cardholder and the providers of such Utilities / Services

34. The cardholder is liable to honour all his/her credit card commitments irrespective of any grievances/complaints that cardholder may have with utility companies.

35. Cardholder will continue making payments towards any utility bill outstanding until he/she receives an SMS/E-mail/letter confirmation from TATA Card indicating that his/her EasyBillPay facility has been activated along with effective date of activation.

36. Cardholder agrees to communicate termination of facility to TATA Card in writing failing which the payment made to the utility company will be construed as valid and binding on him/her.

37. Cardholder agrees to resolve disputes (if any) of whatsoever nature directly with the utility company and will not hold TATA Card liable for any deficiency of services provided by the utility company.

38. It will be the responsibility of the cardholder to inform TATA Card in writing of any change or withdrawal of the EasyBillPay facility thus availed

39. Any disputes arising out of disconnection of the utility facility, penalty from government and late charges on installment dues arising due to change / revocation of the facility will be the sole responsibility of the cardholder and the cardholder will not hold TATA Card responsible/liable for the same