

(These Terms and Conditions are subject to change from time to time and such change shall become effective and shall govern from the date of its revision and such change shall be notified on IOCL's XTRAPOWER website.

## **I. DEFINITIONS**

1. "Account Statement" means the statement of account as may be forwarded by Indian Oil Corporation Limited to the Card members showing the Transactions carried out during the statement period, the charges, if any, due date of payment, XTRA Points accrued, utilized & outstanding till date of such statement etc.
2. "Application" means the application for membership of the XTRAPOWER Fleet Card program in the prescribed format.
3. "Card" means any issued by Indian Oil Corporation Limited to a Card member for purchase of automotive fuels and lubricants at its designated Retail Outlets.
4. "Cardholder" means the person in authorized possession of the Card issued to the Card member, All persons presenting the Card for the purchase of automotive fuels and lubricants in respect of the vehicle, to which the Card pertains to, will be deemed to be Cardholders
5. "Card member" means the person or organisation, to whom the Card is issued on application, whose name appears on the Card and for all the limited purpose of ascertainment, determination and enforcement of terms and conditions and liability hereunder, also includes all the Directors of the Card member in case of a Company, all the partners in case of a partnership, the proprietor of the proprietorship and wherever the context so permits, their respective successors, assigns, legal heirs, representative in interest, executors, and administrators.
6. "Charges" means all amounts due and payable by the Card member as found herein and also includes the Joining fee, Annual Fee, Replacement Card Fee, and any other Fees, as may be prescribed from time to time.
7. "Credit Partner" means a Bank or a Non- Banking Finance Company (NBFC) who at its sole discretion may sanction credit facility on card to an applicant applying for XTRAPOWER membership.
8. "Designated Retail Outlets" means Retail Outlets of Indian Oil Corporation Limited that dispense automotive fuels and lubricants, where the facility of acceptance of XTRAPOWER fleet card will be provided.
9. "IOCL" means Indian Oil Corporation Limited or its successors, assigns, and its representatives in interest.
10. "Indian Oil Corporation Limited Logo" means the logos and emblem of Indian Oil Corporation Limited whether registered or not and includes the recognized business logos, trademarks, trade names, and emblem of Indian Oil Corporation Limited.
11. "Fleet" means and includes all road-worthy pliable and registered motor vehicles, except two-wheelers.
12. "Limits":
  - a. "Card Limit" means the maximum value in Rupees, which a card can hold at any point of

time

b. "Daily Limit" means the maximum value of products in Rupees, which can be purchased in a calendar day by using the Card.

c. "Transaction Limit" means the maximum value of products in Rupees, which can be purchased on a single transaction by using the Card. Specifying these limits in the application form is mandatory, otherwise the application shall be treated as incomplete.

13. "Loyalty Program" means the loyalty program for XTRAPOWER Card members, whereby Card members will be offered loyalty points called 'XTRA Points' for use of the Cards at designated Retail Outlets of Indian Oil Corporation Limited or by any other alliance partner of Indian Oil Corporation Limited. These XTRA Points could be redeemed for products or services as specified in brochure(s) or mailer(s) published in this respect, from time to time, by Indian Oil Corporation Limited. . . .

14. "PIN" i.e. Personal Identification Number is an electronic signature that is used to authenticate any transaction on the Card.

15. "Products" means automotive fuels and lubricants dispensed at designated Retail Outlets of Indian Oil Corporation Limited.

16. "Replacement Card" means the Card issued in substitution of the original Card, which is reported to have been lost, stolen, mutilated, dysfunctional or is not received by the Card member after its issuance by Indian Oil Corporation Limited.

17. "Statement Period" means a period of one calendar month or a period of 30 / 31 days as specified, in respect of which Account Statement is made.

18. "Transaction" means any activity performed by the Fleet Customer or Card on his fleet account as permitted under the program.

19. "XTRAPOWER" means the Fleet Card Program hereinafter called as Card Program, developed and implemented by Indian Oil Corporation Limited, Under which Fleet Owner / Operators / Corporates can purchase automotive fuels and lubricants thru' Smart Card from its designated Retail Outlets.

20. "Registered Mobile Number" means mobile number provided at the time of application or updated in the customer's profile either by Customer himself or by IOCL upon request by Customer for the purpose of communication, SMS alerts or for managing fleet account through mobile phone.

## **II. In these Terms & Conditions unless the Context otherwise requires:**

1. References to the Plural number include references to the singular number and vice versa;

2. References to any gender include references to all genders;

3. References to any clause, section or schedule shall mean a reference to the Clause, Section or Schedule of these Terms & Conditions;

4. Reference to a "person" includes references to an individual, firm, company and body of persons,

whether incorporated or not;

5. Headings used herein are used for the sake of convenience only and shall not affect the construction or-interpretation of the provisions herein; and

6. The Schedules, Annexure, and Attachments to these Terms And Conditions will form integral parts hereof.

### **III. CARD MEMBERSHIP**

#### **Eligibility:**

1. The Applicant may be any Individual, Partnership, Company, HUF, Society, or any business entity with a fleet of vehicles comprising of all types of vehicles.

2. If the applicant is an individual, he must be over 18 years of age

3. The Application should be on the prescribed format, complete in all respects, executed appropriately, enclosing all documents called for.

4. The applicants can apply for the prepaid and / or credit facility on the card. In case of application for cards with credit facility, the cards would be issued only after approval of credit facility by the credit partner.

5. The applicants must specify automotive fuel / lubes to be purchased for each vehicle in the application form.

6. The Application accompanied with the applicable fees should be made to the designated offices / Retail Outlets of Indian Oil Corporation Limited.

7. It is the absolute and sole discretion of Indian Oil Corporation Limited to accept or reject the Application.

#### **Enrolment:**

8. On approval, Cards will be issued by Indian Oil Corporation Limited to the Applicant and will be delivered to the Applicant at the address furnished by him in the application form within 21 days.

9. The Applicant will be issued one Card per vehicle. The Card will have a distinct card number. It will show the Card Member's name, Customer ID, Card Number, Vehicles Registration Number, Validity Period etc

10. The purchase of products against the Card shall be restricted to the vehicle whose registration number appears on the Card.

11. The Card member permits Indian Oil Corporation Limited to use the information provided in the application form for issuance of the Card in any marketing activities, -but would ensure confidentiality.

#### **Fee Structure**

12. The following fee structure is applicable to the Card:

S. No. Component	Fee
a. Enrolment Fee per card	Rs.100/-
b. Renewal Fee per Card p.a	Rs.100/-
c. Replacement Card Fee per Card	Rs.100/-

d. Card Reactivation Charge                      Rs.100/-

The fee can be paid in cash or by way of cheque or by Demand Draft or Pay order or Banker's Cheque Favouring Indian Oil Corporation Limited (MD).

13. The above fees are non-refundable. Indian Oil Corporation Limited reserves its right to add, alter, amend, vary, or modify the above fee structure from time to time and the Card member shall be liable to pay such fee for the period card is operational. Changes in fee Structure will be notified to the Card member through monthly Account Statement.

**Validity:**

14. The Card will be valid for a period three years from the date of issue, subject to the Card member paying the Renewal Fee. The Renewal Fee will be billed to the Card member's statement of Account in the month preceding the month of membership every year. Renewal of the Card is at the sole discretion of Indian Oil Corporation Limited.

**Custody & Use:**

15. The Card is the absolute property of Indian Oil Corporation Limited and the same is given to the Card member for safe custody and the limited purpose of purchase of automotive fuels and lubricants at the designated Retail Outlets in India.

16. Use of the Card constitutes acceptance of the Terms and conditions herein. It is not transferable, assignable, or heritable in any manner and it is to be returned to Indian Oil Corporation Limited as provided herein.

17. The card member should take adequate and necessary precautions to protect his cards and prevent misuse, damages and theft. It is the responsibility of the Card member to use the card only for the purposes for which the same has been issued.

**IV. THE CARD PROGRAM**

**Activation:**

18. The new Card issued to a Card member should be presented at any of the designated Retail Outlets of Indian Oil Corporation Limited for activating the Card, only after which the Card could be used for performing transactions such as reloading the card, purchasing products from the designated Retail Outlets etc.

**PIN:**

19. Each Card will be issued with a default PIN. The Card member is required to change the default PIN to a PIN of his choice on / before carrying out the first Transaction on his Card.

20. The Card member / Cardholder (s) holding the custody of the Card are obliged to keep the PIN secret and confidential, not to record the PIN in any form that would be intelligible or otherwise accessible to any third party. If access is gained by a 3<sup>rd</sup> party to such a record, either honestly or

dishonestly, the Card member is advised to change the PIN. Similarly as and when there is change of driver of a vehicle to which the Card pertains to, the Card member should take all steps to ensure such safety and confidentiality in his own interest. Indian Oil will not be responsible for any misuse of card.

21. The Cardholder can change the PIN at any time at any of the designated Retail Outlets, by punching in the existing PIN followed by the new PIN in the Card Reader Terminal.

22. During any transaction, if the cardholder keys in a wrong PIN 3 times, the Card would be blocked. The Cardholder can get the Card unblocked by informing the Customer Helpline number or by forwarding a request in writing to Indian Oil Corporation Limited.

23. The Card member will be solely responsible for the inconvenience or inability to use the Card due to blockage of PIN or PIN being forgotten by the Cardholder.

**Loading:**

24. The Card member shall pay (in cash) the amount to be loaded onto the Card at any of the designated Retail Outlets and present the card for loading the cash value on the card.

The cash value so loaded on a card shall be treated as payment in advance for future purchases of products at designated Retail Outlets.

25. The Cardholder / Card member shall ensure that the prepaid amount tendered at a Designated Retail Outlet has been correctly loaded on the card(s).

26. The card member can also opt for Central Cash Management System Recharge (CCMS Recharge) wherein he can pay a lump sum amount in cash at designated retail outlets of Indian Oil Corporation Limited or through RTGS / NEFT to his fleet account for this purpose. Card member can also pay by way of Cheque / DD at select CMS branches of HDFC Bank (HDFC Bank at present or any other bank also in future), however such amount shall be made available for the cards only after realization of cheque / DD and after deducting clearing charges, if any. IOCL shall not be liable against delays arising out of banking settlement systems, wrong customer account entered while transferring funds etc.

27. In the event of cheque being dishonoured by the bank, then the Card member is liable to pay applicable charges to the bank for such return / dishonour of the cheque.

28. The list of Retail Outlets / HDFC Bank CMS Branches (or any other banks with such facility), where prepayment facility is provided may be altered or modified by Indian Oil Corporation Limited from time to time.

29. The total value carried by a Card shall not exceed Rs. 50,000/- unless specified otherwise by the Cardmember.

30. No interest shall be payable to the Card Member on the balance available in the Card.

31. Minimum Reload Amount would be Rs.500/- and in the multiples of Rs. 100 thereafter. The Maximum Reload Amount (in cash) would be limited to Card's purse limit, which is Rs.50,000/- at present.

**Usage:**

32. The Card can be used to purchase products appropriate to the vehicle, to which the Card pertains, from the designated Retail Outlets of Indian Oil Corporation Limited. The list of such Retail Outlets is subject to change from time to time.

33. The Card member or the Cardholder shall extend all co-operation to the forecourt personnel at the Retail Outlets to complete the transaction on the card

34. For safety / security reasons, Indian Oil Corporation Limited, at its discretion, may stipulate the minimum and the maximum value up to which automotive fuels and lubricants may be purchased in any Transactions and further stipulate minimum and maximum value of such Transactions in a given calendar day and the same shall be binding on the Card member.

35. A transaction slip would be generated at the time of transaction at any of the designated Retail Outlets, which should be checked for accuracy details. Any dispute on debits to the Card can be verified and corrective action taken only if the transaction slip is provided to Indian Corporation Limited, within 7 days of the transaction.

36. The Card member will be given an Account statement by 10<sup>th</sup> of the following month or within 10 days of statement period's end date. The Card member shall pay the Renewal fees or any other dues fully and promptly and without any default on or before the due date.

37. The Card member should bring any error or irregularity in the Account statement to the notice of Indian Oil Corporation Limited within 15 days of receipt of the Account statement for rectification or confirmation at the discretion of Indian Corporation Limited.

38. The payment of renewal fees should be made in cash or by way of cheque or demand draft or pay order or banker's cheque favouring Indian Corporation Limited (MD). The Card member can also pay the Renewal fees from the XTRA points earned by him or by directly debiting his fleet account.

39. Indian Oil Corporation Limited will show receipt of any amount paid by way of any instruments under the Card facility in the Account Statement only.

40. If the Card is lost, or stolen, or robbed or misplaced, the Card member should immediately inform the Customer Help line Number. Within 48 hours of receipt of such information, the Card will be hot listed. All purchases made on the Card till the time of report shall be to the account of the Card member. The Card member's liability after such report will be nil when:

a. He confirms the loss/theft in writing to XTRAPOWER Customer Service Center within two days of reporting to the Customers Help line Number, AND

b. He forwards acknowledged copy of police complaint along with the written confirmation of loss/theft.

Subject however to the Card member and the Cardholder acting in good faith and without negligence Indian Oil Corporation Limited will issue Replacement Card to the Card member on obtaining indemnity and necessary fee and charges from the Card member.

41. If the lost hot listed Card is subsequently found, the same can be reactivated by Indian Oil Corporation Limited if requested in writing by the Card member subject to the card not having been permanently hot listed.

42. If the vehicle is re-registered, new card will be issued to the Card member on payment of

Replacement Card fees and upon returning the old Card.

43. In case of sale of a vehicle under the Card program, the card shall be returned to Indian Oil Corporation Limited for cancellation of the card.

44. The Card shall be valid for the duration of 3 years from the month of its issue subject to the Card program remaining in force. Indian Oil Corporation Limited shall be at liberty to modify, change or discontinue the card program.

45. If the Card is not used for 90 days continuously, the Card will be deactivated for security reasons. In such instances, the Card member can get the Card reactivated by submitting a request in writing to XTRAPOWER Customer Service Center.

46. Alteration in the Card member's name is not permitted. The Card has to be cancelled and Fresh Card will be issued only after returning the old Card.

47. In case of default in payment of fees or any other amount due from the Card member, without prejudice to its rights of recovery, and enforcement of security, Indian Oil Corporation Limited reserves the right to block the card for further usage by the Card member.

**Loyalty Program:**

48. Under the Loyalty program, the Card members would earn XTRA points on purchase of products at designated Retail Outlets against fleet card, which can be redeemed for various items as published in the XTRAPOWER Rewards Catalogue. Indian Oil Corporation Limited reserves the right to change the Loyalty program with or without notice from time to time.

49. XTRA Points earned by a Card member in any financial year is valid for 5 financial years, and after such periods, the remaining unredeemed XTRA points shall lapse. For example, XTRA points earned from 01.04.2012 to 31.03.2013 will lapse on 31.03.2017 and so on.

50. Any fractional XTRA points earned by a Card member shall be rounded off to the nearest integer.

51. XTRA points can be redeemed only by the Card member and not by the Cardholders.

52. XTRA points earned by a Card member are non-transferable.

**Registered Mobile No:**

53. All mobile alerts and facilities to manage fleet card accounts shall be provided to only registered mobile no of the customer. The customer shall have sole responsibility of keeping the mobile number updated in our records. Any liability arising out of facilities to manage the fleet card account through Mobile Phone / SMS shall be totally with the customer and IOCL is not liable for any damages caused to customers in this regard.

**Miscellaneous:**

54. The Card program shall be applicable only in India.

55. The Card shall be the absolute property of Indian Oil Corporation Limited and the Card member shall not have any claim on it.

56. The Card program is for facilitating cashless purchase of products from designated Retail Outlets for the vehicles enrolled under the program. Card member should ascertain and satisfy himself about

the products and amount charged to the Card at the designated Retail Outlets.

57. Indian Oil Corporation Limited shall endeavour to make available the products at the designated Retail Outlets during their normal working hours barring any situation/ circumstances beyond the control of Indian Oil Corporation Limited. Indian Oil Corporation Limited shall however not be responsible or liable for non delivery, inability or refusal to deliver products by any of the designated Retail Outlets during the normal business hours. However such incidents may be reported to Fleet Card Cell at Indian Oil Corporation Limited's registered office.

58. Indian Oil Corporation Limited assures the Card member of the delivery of products of correct specification and quantity. Indian Oil Corporation Limited shall not be 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 Card member with the concerned Retail Outlet Dealer.

59. Any communication such as statement, letter, notice etc. shall be sent to the Card member on the communication address given in the application form and it is the responsibility of the Card member to inform Indian Oil Corporation Limited about any change in the address.

60. All communication will be deemed to have been received by the Card member once dispatched by Indian Oil Corporation Limited and Indian Oil Corporation Limited bears no responsibility for communication not received or lost in transit.

61. The relationship between Indian Oil Corporation Limited and the Card member is fiduciary and governed by the Terms and Conditions herein. Indian Oil Corporation Limited does not assume any responsibility for any act of commission or omission by / at the designated Retail Outlets, including but not limited to any fault, error, or discrepancy that may occur in the card reader, terminals and network, failure, refusal, negligence, on the part of the designated Retail Outlets to dispense the products.

62. The Card member undertakes that he will not dispute the correctness of the transaction slip generated by the card reader terminals once the transaction has been duly authenticated by the cardholder by way of using his PIN.

63. All telephonic instructions received by Customer Helpline shall be verified on by two unique identifiers which may also include calling from registered mobile number and shall be deemed to be proper and Indian Oil Corporation Limited shall not be liable for executing them in good faith. All such telephonic instructions will be treated having been written and signed and no records of such instructions shall be available for any future reference.

64. The Card member agrees to provide relevant information and documents required by Indian Oil Corporation Limited and to furnish Indian Oil Corporation Limited with any documents from time to time as and when demanded. The Card member also agrees to co-operate with Indian Oil Corporation Limited in any investigation, or prosecution arising out of and in connection with the use of the Card.

65. The rights and liabilities contemplated herein being on issuance of the Card against payment of Annual fee by the Card member. The Card member undertakes to pay all such liabilities perform all such obligations provided herein.

66. The free Personal Accident Insurance Cover available under the program would become null and



void in case the Card Member has furnished any false / incorrect information. In case of an organisation, nomination is a must.

67. The Card member agrees that he shall be bound by all such other terms and conditions as may be further specified by Indian Oil Corporation Limited from time to time.

68. These Terms and Conditions shall be governed by and construed in accordance with the laws of Republic of India and Mumbai High Court in the City of Mumbai alone shall have jurisdiction to entertain any dispute or other proceedings arising out of these terms and conditions.

69. Any dispute arising out of the issue of Card, in respect of the Card, dues and payments there under, all matters connected with or incidental thereto shall be referred to sole Arbitrator appointed by Director (Marketing) of Indian Oil Corporation Limited under Arbitration and Conciliation Act 1996, or any statutory amendments thereof or any statute enacted for replacement thereof. The venue of arbitration shall be at Mumbai.

**Termination:**

70. The Card program launched by Indian Oil Corporation Limited shall be continued at the sole discretion of Indian Oil Corporation Limited without any predetermined termination date. Indian Oil Corporation reserves its right to make alternations, amendments, and modifications to the Card program and the Terms and Conditions herein contained or to discontinue and / or terminate the Card program abruptly with or without any prior notice. In such event, the rights, liabilities, and obligations herein contained shall stand so altered, amended, modified, or terminated. However, the Card member shall remain liable for dues and charges incurred during the currency of the Card program.

71. Indian Oil Corporation Limited reserves the right to close the XTRAPOWER membership of any Card member who appears to be using the program in a manner inconsistent with the terms and conditions or intent of the program or any portion of the program. Indian Oil Corporation Limited also reserves the right to close the XTRAPOWER membership of any Card member who acts in a manner inconsistent with local or state laws, statutes or ordinances. Closed Card membership may result in the loss of all accumulated XTRA points and the cancellation of all Loyalty program benefits and privileges.

72. Indian Oil Corporation Limited may close the Card account at its discretion, with or without cause / reasons and without any liability on its part. The Card member will remain liable for all Charges incurred and due on the Card up to the date of closure even after the Card account is closed, until such dues are settled by the Card member. Similarly, the Card member shall also remain liable for transactions undertaken on the Card, if any, whether deliberately or otherwise and shall reimburse forthwith to Indian Oil Corporation Limited all such dues.

73. In case, the fleet card account is not used for more than 3 years, such accounts shall be closed suo moto by Indian Oil Corporation Ltd and customer will be intimated accordingly. Loyalty points, if any, in such accounts will lapse immediately upon such closure. If there are any funds available, the same shall be refunded to the account holder only if proper claim is lodged within 3 months of such

closure and only after thorough scrutiny of the fleet account. No interest charges or any charges for delay in settlement shall be payable by IOCL. If no proper claim is lodged by the customer within 3 months of closure of account, such balances available in closed accounts shall be forfeited.

74. The Card member can also close Card account with or without cause / reasons and without any liability on the part of Indian Oil Corporation Limited of whatsoever nature, in which case, the Card member will notify Indian Oil Corporation Limited of the closure. The Card should not be used thereafter. The Card member will however remain liable for all charges incurred and due on the Card till the date of such closure/cancellation of Card.

75. The Card account can be closed on the happening of any one of the following events:

- a. The Card member becoming ineligible due to not fulfilling the Eligibility criteria set herein; or
- b. The Card continuing in the deactivation list for 30 days and above; or
- c. The Cheque of the Card member getting dishonored; or
- d. The Card member ceasing to carry on the business; or
- e. The fleet card account is not operational for a period of more than 3 years
- f. On any circumstance, which in the opinion of Indian Oil Corporation Limited is likely to prejudice the interest of Indian Oil Corporation Limited under these Terms and Conditions; or
- g. Any information given or representative made by the Card member to Indian Oil Corporation Limited being found to be inaccurate or misleading; or
- h. The Card member committing breach of any of the terms, covenants and conditions contained herein or furnishing false information in the Application; or
- i. Any default being committed by the Card member in discharging his obligations / liabilities under any other Agreement entered into between Indian Oil Corporation Limited and the Card Member.

76. Upon the occurrence of any one of the aforesaid events:

- a. The Card will be deactivated and Indian Oil Corporation will send a notice to the Card member.
- b. Immediately on receipt of the notice of closure from Indian Oil Corporation, the Card member shall surrender the Card to Indian Oil Corporation and shall pay the amount shown as due therein promptly. On default, Indian Oil Corporation shall be entitled:
  - I) To take possession of the Card wherever it is, which the Card member shall not hinder, delay, frustrate or obstruct;
  - II) To enforce any security without notice in any manner permissible or agreed upon;
  - iii) Simultaneously, to initiate arbitration proceedings as provided herein and to invoke other legal remedies.

**IOCL'S Right to Appoint Agency:**

77. The Card member recognizes that Indian Oil Corporation has full powers and authority to appoint

one or more third parties as their agents, partners, associates, executors etc. with such powers to perform such acts, deeds and things as may be deemed by Indian Oil Corporation.

**Set Off & Lien:**

78. Notwithstanding anything contained herein or in any Law for the time being in force, Indian Oil Corporation shall have a lien over all the assets of the Card member in Indian Oil Corporation's control and a right to set off any money or value of benefits due to Card member against any monies due to Indian Oil Corporation by the Card member and to combine all accounts of the Cardholders for recovery of Indian Oil Corporation dues.

**Indemnity:**

79. The Card member indemnifies and agrees to keep Indian Oil Corporation indemnified and saved harmless from all costs, charges, claims, liabilities, expenses, demands, damages, loss and proceedings suffered and incurred by Indian Oil Corporation on account of any act of commission or omission or default on the part of the Card member / Cardholder.

**Partial Invalidity:**

80. If any provision of the Terms and Conditions becomes inapplicable or unenforceable for any reasons, the other Terms and Conditions shall be valid and enforceable.

**Cumulative Rights:**

81. All remedies of Indian Oil Corporation, whether provided herein or conferred under any Law, custom, trade, or usage are cumulative and may be enforced successively or concurrently. Any delay in exercising or omission to exercise any right, power or remedy accruing to Indian Oil Corporation under the terms and conditions herein shall not impair any such right, power or remedy and shall not be construed to be waiver of breach or any acquiescence in any default.

XTRAPOWER HELPLINE NO:1800 200 1214

Website: [www.iocxtrapower.com](http://www.iocxtrapower.com)

XTRAPOWER Customer Service Center Address

Customer Service Center

IndianOil XTRAPOWER Fleet Card Program.

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