

Merchant EMI Terms & Conditions

General Terms and Conditions

1. This General Terms and Conditions as provided hereunder are to be read in conjunction with, and not in derogation to the terms and conditions contained in the Cardholder Agreement and nothing contained herein shall be construed or interpreted prejudicial to the terms and conditions of the Cardholder Agreement.
2. Unless otherwise specified, the terms and expressions contained herein shall have the same meaning as ascribed to them in the Cardholder Agreement.
3. Merchant EMI product is offered by SBICPSL in conjunction with the merchant/ manufacturer entity through our aggregator/partner.
4. The EMI offers are valid for resident Indian citizens only and for transactions effected through SBI Credit Card within the territory of India.
5. The EMI offers are valid only for select products and/or services at select Merchant Entities.
6. Tenure of EMI may vary with different product/services and Merchant Entities.

In these Terms and Conditions, the following terms shall have the following meanings

- “Credit Card” shall mean an unexpired credit card issued by SBICPSL.
- “Cardholder” shall mean the holder of a Credit Card.
- “Merchant EMI” shall mean a product wherein the purchase(s) done at Merchant Establishments/websites and are converted into Equal Monthly Installments at the point of transaction at the rate as communicated at the time of availing the product(s)/service(s).

Terms and Conditions for Merchant EMI

1. Merchant EMI (Convert2EMI) needs to be opted for at the time of transaction.
2. A Cardholder may opt to convert a purchase at select Merchant outlets / websites into Easy Monthly Installments (EMIs.) The Purchase/s would be converted into Easy Monthly Installments (EMI) by charging interest on the total EMI Booking Amount value on a monthly reducing balance basis.
3. In the event the Credit Card is closed prior to all installments being charged, the amount outstanding against Merchant EMI plan shall be debited as a consolidated amount from the Credit Card account of the Cardholder.
4. SBICPSL shall be entitled to demand immediate repayment of such consolidated outstanding amounts.
5. The EMI shall be computed on a monthly reducing balance.
6. The Credit Limit on the Credit Card shall be blocked to the extent of the full transaction amount. The Credit Limit will be released to such extent as and when the EMI is billed and paid for in subsequent months.
7. Interest rates and any other charges as communicated at the time of availing of the product(s) shall be applicable/ levied.
8. EMI would be booked automatically within 3 to 4 working days on request placed at the merchant provided there is sufficient outstanding balance available on card at the time of conversion. Please note, in case current outstanding balance on SBI card is less than the requested transaction amount then the current outstanding amount would be converted into EMI subject to the difference between current outstanding amount and requested transaction amount being less than or equal to 90%
9. Merchant EMI conversion takes 3 to 4 working days. In an event where a Merchant EMI transaction is done upto 3 days before statement generation date, cardholders are requested to check conversion status first before making payment of their card outstanding

10. In case of any dispute/issue with respect to a merchant EMI transaction, cardholder must report the same to SBI Card within 45 days of transaction. SBICPSL shall not be liable for any non-conversion/cashback related issues reported post this period
11. SBICPSL will not be responsible for EMI conversion of transactions where merchant has erroneously swiped transaction as a regular transaction instead of EMI. Customers are advised to check chargeslip /merchant website payment page for EMI details post transaction and request POS merchants to Void transaction in cases where a transaction is swiped as a regular transaction instead of EMI
12. SBICPSL will not be responsible for EMI conversion of transactions where on account of a technical issue with merchant's swipe machine, EMI option could not be opted for. Customers are requested to do transaction at some other merchant outlet in such cases.
13. In case of EMI transactions where Brand/Manufacturer is giving Cashback on EMI transactions, SBICPSL will not be responsible for incorrect swipes done by merchants or for non-adherence by merchants to Manufacturer / Aggregator prescribed swipe process flow. Cardholders are requested to check charge slip immediately post transaction and request the merchant to Void the transaction in case of any discrepancy.
14. Partial refunds do not affect the EMI booking done on card. In such cases, interest already billed to card will not be reversed
15. Minimum merchant EMI booking amount is Rs. 2500.00. Some merchants may at their sole discretion choose to offer EMI on purchases much above this value
16. Merchant / Manufacturer can choose to offer EMI option only on select products at their own discretion.
17. Merchant / manufacturer cashback/ discount, if any will be posted on the same day of the interest bearing EMI booking plan creation on the account. It is relevant to note that merchant / manufacturer cashback/ discount is being directly offered by the merchant / manufacturer to the customers through aggregator / partner. In an exceptional case of such EMI booking cancellation, any such Merchant / manufacturer cashback/ discount posted to card earlier, will be debited in full.
18. If the EMI booking is validly rejected by SBICPSL in accordance with SBICPSL policies, cashback/ discount transaction would not be posted on the account.
19. Cancellation of Merchant EMI bookings is allowed only if all the following conditions are met:
 - Full refund has been received from merchant within 45 days of transaction date
 - Full refund amount is same as the original transaction (authorization) amount
 - Full refund is received in a single transaction (and not in multiple parts)
 - 'Auth Code' of refund transaction is same as that of the original transaction amount

Subject to above, EMI will automatically be cancelled on a best effort basis, subject to complete and accurate refund information received from the card network (Visa/ Mastercard). If full refund of transaction on card happens before EMI booking, then auto cancellation will not apply. In such cases customer needs to call at the helpline numbers mentioned below or email SBICPSL for any queries

20. The conversion of the purchase amount to applicable EMI scheme is at the sole discretion of SBICPSL and such conversion is dependent upon timely submission of accurate purchase details by the aggregator to the SBICPSL in accordance with the terms and conditions agreed to by and between SBICPSL and the Aggregator and the Cardholder meeting the other eligibility criteria as applicable to such EMI offers. The Aggregator alone shall be responsible and liable to SBICPSL and the Cardholder for all matters relating to non-conversion of the purchase amount to EMI scheme either for itself and/or on behalf of the merchants enrolled directly by the aggregator for the EMI program. The responsibility of the aggregator and/or the Merchant shall be in accordance to their respective obligations under this program.
21. Merchant EMI is available at select merchant stores/websites/mobile application. Customers are requested to check with store staff / merchant website /app for availability of merchant EMI. Some merchants may choose not to offer EMI on cards of certain Card Networks as per their internal

policy/business decision. SBICPSL will not be liable in such cases and any queries on same need to be addressed to merchants directly.

Billing and Repayment

The first EMI shall be billed on the first billing date for the Credit Card that falls post the date of the transaction on the Credit Card that is being converted into EMI as per the Merchant EMI plan. All billing of EMIs in the subsequent months shall be on the billing date of the Credit Card for that month.

The EMI amount shall be included as a part of the minimum amount due appearing in the Cardholder's monthly Credit Card Statement. Charges as communicated in the Most Important Terms and Conditions and Cardholder Terms & Conditions shall be applicable/ levied if the minimum amount due remains unpaid by the payment due date. Also refer to the Service Charges on Card Balances clause below.

Interest Calculation Methodology

Interest rates as communicated at the time of availing of the product(s)/service(s) shall be levied/ applicable on the EMI Booking amount. Interest rates applicable on monthly reducing balance methodology

Service Charges on Card balances

If the amount paid towards dues on the Credit Card is less than the Total Amount Due, Service Charges shall be levied on such outstanding (including but not limited to the EMI as above), as per the interest rate applicable and communicated in the Most Important Terms & Conditions (MITC) and Cardholder Terms & Conditions. This rate is subject to change with prior notice. The applicable interest rate for computation of Service Charges on Credit Card balances shall be mentioned on the monthly statement. Please note, if the amount paid towards dues on the Credit Card is less than the Minimum Amount Due, Late Fee and Service charges, as applicable, shall be levied.

Prepayment Process and Related Charges

Any payment/refund made into the Credit Card Account over and above the EMI shall not be deemed to be payment towards the amount availed under Merchant EMI and shall not be deemed as closure of the said facility. You can choose to pre-close the Merchant EMI facility with pre-payment charges by calling SBI Card helpline at 39 02 02 02 (Prefix STD code of your city while calling from mobile) or 1860 180 1290 (if calling from MTNL and BSNL lines). IVR & Emergency Services are available 24 hours and Customer Service representatives are available from Monday to Saturday between 8am to 8pm. SBICPSL reserves the right to revise the pre-payment charges at its discretion, with prior notice and such revised charges shall be binding on the Cardholder. Once the Merchant EMI is pre-closed, for any reason whatsoever, all outstanding including but not limited to the principal outstanding, pre-closure charge and the interest for the actual number of days till closure i.e., from the last billing date till the date of closure, shall be debited to the Credit Card account. In case of partial refund done by merchant towards a merchant EMI transaction, interest already billed to card will not be reversed

Pre-Closure due to Non-Payment

In the event of non-payment of the minimum amount due for three successive months, the Merchant EMI shall be pre-closed and the principal outstanding, the interest for the days till closure and the pre-closure charges shall be debited to the Credit Card account and appear in the subsequent monthly statement. SBICPSL shall be entitled to demand immediate repayment of such consolidated outstanding amounts.

Pre-Closure due to Card Closure

In the event the Credit Card is closed prior to all EMI(s) being charged, the amount outstanding under Merchant EMI and any applicable charges, as on the date of closure of the Credit Card shall be debited to the Credit Card account as a consolidated amount. SBICPSL shall be entitled to demand immediate repayment of such consolidated outstanding amounts.

Pre-Closure on Request

The SBI Cardholder can make request for pre-closure of EMI plan by calling the SBI Card helpline at 39 02 02 02 (Prefix STD code of your city while calling from mobile) or 1860 180 1290 (if calling from MTNL and BSNL lines). IVR & Emergency Services are available 24 hours and Customer Service representatives are available from Monday to Saturday between 8am to 8pm. On receipt of this request, the outstanding principal amount is moved back to SBI Cardholders retail balance and a preclosure fee of 3% shall be levied on the same. The outstanding principle amount is calculated basis reducing interest rate. At the time of preclosure of EMI Plan, if the SBI Cardholders account is revolving, then the above mentioned amount (Principal amount + Preclosure fee) will be added to the revolving balance and will attract standard credit card interest charges.

Reward Points

1. Reward points shall be earned as per features applicable on the Credit Card for merchant EMI transactions which are booked/ converted before 20th November 2020
2. With effect from 20th November 2020, Reward Points will not be applicable for transactions converted into merchant EMI
3. Reward Points accrued on all transactions converted to Merchant EMI on or after 20th November will be reversed
4. No Reward Points will be credited back in case of Foreclosure and Cancellation of EMI in any scenario
5. Reward Points Forfeiture will be applicable on all Credit Cards which have Reward Point feature
6. Reward Points T&Cs will apply in addition to these T&Cs. Please refer to the "Shop-and-Smile Rewards Program" section at <https://www.sbicard.com/en/tnc.page>

Other Terms & Conditions

1. The Merchant Entities shall have the right to amend, alter, modify or withdraw/cancel the offer/s at any time at the sole discretion of their management.
2. The EMI offer/s cannot be clubbed with any other offer/scheme or promotion prevailing at the Merchant Entities during the offer term unless specified otherwise by the concerned Merchant Entity/s.
3. The Product/Services being offered under the EMI Offer/s is being offered and sold/ provided directly by the Merchant Entities to the Cardholder and SBICPSL is neither responsible nor guarantees merchantability, suitability, quality, delivery or after sales maintenance of the product/services nor is it liable if the same is in any way deficient or defective or damaged/lost in transit.
4. All queries, complaint/s, and disputes with respect to any aspect/s pertain to the offer/product/services such as delivery, service, suitability, merchantability, availability or quality of the offer and/or products/services under the offer must be taken up by the Cardholders directly with the concerned Merchant Entities and that SBICPSL shall not entertain any such query/complaint/communication in this regard.
5. SBICPSL shall have the right to add/alter /modify/amend or vary all/any of these terms & conditions and/or to replace wholly, or in part, the EMI offer/s by other offers, whether similar to the existing EMI offer/s or not , or to extend, withdraw cancel or terminate the existing EMI offer/s altogether without prior notice.

6. All payment/s of fee/charges/service charges/all other amounts due on the Credit Card account owing to the usage of SBI Credit Card by the Cardholder under the offer and/or otherwise will be governed by the terms and conditions contained in the Cardholder Agreement.
7. Any Government levies / taxes like Sales Tax, TDS, any Local Tax etc., arising out of the EMI offer/s shall be borne by the Cardholder.
8. SBICPSL reserves the right to modify all interest rates and charges from time to time, at its sole discretion without prior notice.
9. Any disputes arising out of the EMI Offer/s shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of sole arbitrator to be appointed by SBICPSL. The place of such arbitration shall be New Delhi and language of arbitration shall be English. The existence of a dispute, if any, shall not constitute a claim against SBICPSL.
10. Subject to above clause, all disputes are subject to the jurisdiction of competent courts of Delhi.