# THOMAS COOK (INDIA) LIMITED

**FOREIGN EXCHANGE BOOKING TERMS & CONDITIONS**

***Last Updated:*** *22-Aug-2026*

These Terms & Conditions govern the purchase of foreign exchange products and services from Thomas Cook (India) Limited ("Thomas Cook", "Company", "We", "Us", or "Our"). By placing an order or booking through any Thomas Cook channel, you acknowledge and agree to these Terms & Conditions.

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**1. ELIGIBILITY**

1.1 Foreign exchange products may be purchased only by resident Indian individuals in accordance with the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) regulations, and other applicable laws.

1.2 Foreign exchange cannot be issued for travel or remittance to Nepal and Bhutan where prohibited under applicable regulations.

1.3 Thomas Cook reserves the right to seek and verify any information and documentation required under applicable laws, RBI guidelines, anti-money laundering regulations, or internal compliance requirements.

**2. DECLARATION OF SOURCE OF FUNDS**

2.1 The customer declares that the source of funds used for purchasing foreign exchange or making remittances belongs to the applicant/traveller and is from legitimate sources.

2.2 Payment for foreign exchange must be made only through:

- Applicant’s  bank account;
- Customer's own debit card or credit card, subject to regulatory requirements; or
- Such other payment modes as permitted under applicable laws.

2.3 Third-party payments shall not be accepted

2.4 If payment is made through a debit or credit card, the card must belong to the traveller/applicant.

2.5 Thomas Cook reserves the right to request additional verification documents.

## 3. FEMA AND RBI COMPLIANCE

3.1 The customer confirms that the foreign exchange purchased shall be utilized only for the purpose declared in the application and in accordance with FEMA and RBI regulations.

3.2 The customer further confirms that:

- The foreign exchange sought is within the limits prescribed under the Liberalised Remittance Scheme (LRS) and other applicable RBI regulations.
- The purchase does not cause the customer to exceed the overall annual foreign exchange entitlement applicable under FEMA regulations.
- Any cash currency requirement remains within RBI-prescribed limits prevailing at the time of purchase.

3.3 Customers shall provide all information, declarations, and supporting documents requested by Thomas Cook for regulatory compliance purposes.

3.4 Thomas Cook reserves the right to decline, suspend, or cancel any transaction where information or documentation provided is inadequate, incorrect, misleading, incomplete, or inconsistent with regulatory requirements.

## 4. Data Protection & Disclosure

4.1 The Customer expressly consents and authorises for the **collection, processing and storage** of personal data by Thomas Cook for purchase of foreign exchange and compliance purposes in the manner and for the purpose as more particularly captured in the consent obtained from the Customer. Personal data will be retained only as required by law or contract.

Thomas Cook acknowledges the right of the Customer with respect to personal data which shall be subject to Customer's duties, obligations and compliances under the DPDP act 2023.

4.2. Customer acknowledges that Thomas Cook shall be constrained to disclose the information and documents including personal data furnished by the Customer, if such disclosure is required by the law or by an order of a court or the rules, regulations or enquiry by any government / statutory agency/authority/law enforcement agencies.

## 5. EXCHANGE RATE AND RATE VALIDITY

5.1 Exchange rates displayed on the website, mobile application, advertisements, quotations, or any communication are indicative and subject to market fluctuations.

5.2 The rate applicable to a transaction shall be the rate confirmed and accepted by the customer at the time of booking and subject to realization of payment.

5.3 A booked exchange rate shall remain valid only for the period communicated at the time of quote being shared.

5.4 Thomas Cook reserves the right to revise rates in the event of:

- Delay in payment realization;
- Significant market volatility;
- Technical errors; or
- Force majeure events.

5.5 In the event that the agreed currency becomes unavailable, Thomas Cook shall inform the customer and provide alternative options, including an alternate currency or cancel the transaction at the discretion of Thomas Cook.

**6. BOOKING CONFIRMATION**

6.1 A booking shall be deemed confirmed only upon:

- Successful receipt of payment;
- Verification of customer information and documents; and
- Completion of compliance requirements.

6.2 Thomas Cook reserves the right to reject or cancel any booking before fulfilment if required under law, compliance requirements, or operational constraints or force majeure events.

**7. DELIVERY AND FULFILMENT**

7.1 Delivery of foreign exchange products shall be subject to availability.

7.2 Thomas Cook shall endeavour to process and fulfil valid bookings up to 48 working hours after receipt of payment, documentation and completion of compliance verification. Such timelines are indicative and may vary due to operational, regulatory or logistical reasons.

7.3 Delivery shall be made only to the traveller/applicant whose name appears on the transaction.

7.4 Deliveries are not available on Sundays, public holidays, bank holidays, or any day where local restrictions apply.

7.5 At the time of delivery, customers must provide original documents as demanded to the satisfaction of Thomas Cook.,

7.6 Thomas Cook reserves the right to withhold delivery if identity verification cannot be satisfactorily completed.

**8. CONVENIENCE FEES**

8.1 Any convenience fee, platform fee, service fee, delivery charge, or payment gateway charge collected during the transaction towards administrative and processing costs incurred by Thomas Cook are non-refundable under any/all circumstances.

**9. CANCELLATION POLICY**

9.1 Customers may request cancellation of a transaction only prior to issuance/delivery of the foreign exchange product and subject to applicable RBI/FEMA regulations.

9.2 Once foreign exchange has been issued, delivered, loaded onto a prepaid forex card, remitted, or otherwise fulfilled, cancellation shall not be permitted.

9.3 In the event Thomas Cook accepts customer's cancellation request the same shall be subject to applicable cancellation charges, exchange rate differences, taxes, bank charges, and any other costs incurred in processing the transaction.

9.4 Certain promotional, special-rate, locked-rate, or limited-period offers may be classified as non-cancellable and will be clearly identified at the time of booking.

**10. REFUND POLICY**

10.1 Refunds, wherever applicable, shall be processed only after verification and approval by Thomas Cook.

10.2 Refunds shall be made only to the original source of payment used during booking and in accordance with applicable regulatory requirements.

10.3 The following amounts shall not be refunded:

- Convenience fees;
- Service charges;

- Payment gateway charges;
- Delivery charges already incurred;
- Taxes or levies where non-refundable under law.

10.4 Refunds arising due to unavailability of currency, operational constraints, or booking rejection by Thomas Cook shall be processed after appropriate verification.

10.5. Customer acknowledges that refund amounts may vary from the original transaction amount due to exchange rate fluctuations and regulatory requirements applicable on the date of refund processing. Any difference in the refund amount due to aforesaid reasons shall be borne by the customer.

**11. CUSTOMER RESPONSIBILITIES**

11.1 Customers shall ensure that all information provided is true, accurate, and complete.

11.2 Customers shall comply with all applicable laws, travel advisories, government notifications, immigration requirements, health protocols, and regulations applicable to their travel destination.

11.3 Customers shall be solely responsible for obtaining valid passports, visas, permits, and other travel-related documentation.

**12. INDEMNITY**

12.1 The customer agrees to indemnify and hold harmless Thomas Cook, its directors, employees, agents, and affiliates against any direct, indirect or consequential loss, penalty, interest, claim including third party claims, damage, fine, compensation, liability, or regulatory action arising due to:

- False declarations;
- Incorrect documentation;
- Misuse of foreign exchange;
- Violation of RBI/FEMA regulations; or
- Breach of these Terms & Conditions.

12.2 Where required by tax authorities or government agencies, customers shall promptly furnish any supporting documents, filings, declarations, or information sought in connection with the transaction.

## 13. GRIEVANCE REDRESSAL POLICY

Thomas Cook is committed to providing efficient customer service and timely resolution of complaints.

### Level 1: Customer Support

Customers may raise complaints through:

- Customer Care Helpline – Card related queries :
- Email Support ( As shared below)
- Any Thomas Cook branch

**Response Timeline:** Within **2 business days**.

### Level 2: Escalation Desk

If dissatisfied with the initial response, customers may escalate the matter to the designated grievance officer.

**Response Timeline:** **Within 7 business days** from receipt of escalation.

### Grievance Officer

**Name:** Nilesh Rai
**Email:** forexgrievance@thomascook.in
**Phone:** +91 22 42427393

### Regulatory Complaints

Customers may approach the appropriate regulatory authorities where required under applicable laws after exhausting Thomas Cook's grievance mechanism.

## 14. FORCE MAJEURE

Thomas Cook shall not be liable for any delay, interruption, non-performance, or cancellation caused by events beyond its reasonable control, including but not limited to:

- Natural disasters; Floods; Earthquakes; Epidemics or pandemics; Government restrictions; War or civil disturbances; Banking system failures; Cyber incidents;

Transportation disruptions; or Currency shortages; economic recession, financial crisis, market disruption or significant currency market volatility.

**15. WEBSITE TERMS OF USE**

15.1 Use of the Thomas Cook website, mobile application, WhatsApp and any digital platforms for purchase of foreign exchange constitutes acceptance of these Terms & Conditions.

15.2 Thomas Cook may modify these Terms & Conditions at any time without prior notice. The revised version shall be effective upon publication on the relevant platform.

15.3 Customers are responsible for periodically reviewing the latest Terms & Conditions.

15.4 Any misuse of the platform, fraudulent activity, unauthorized access, or violation of applicable laws may result in suspension of services and appropriate legal action.

**Card Related T&Cs** – Click Here to refer the link for Card related terms and conditions.

**16. GOVERNING LAW AND JURISDICTION**

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

16.2 Any dispute arising out of or relating to these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts situated in Mumbai, Maharashtra.

15.3 The decision of Thomas Cook shall be final only in relation to operational matters and shall not limit the customer's legal rights under applicable laws.

**17. Electronic Acceptance of Terms and Conditions**

By ticking the acceptance checkbox, clicking “I Agree”, entering an OTP, making payment, or proceeding with the transaction through any Thomas Cook digital channel, the customer confirms that they have read, understood, and accepted these Terms & Conditions. Such electronic acceptance shall be valid, binding, and have the same legal effect as written consent. Thomas Cook may retain electronic records of such acceptance, including transaction details, date and time, IP/device details, OTP validation, payment confirmation, and the applicable version of the accepted Terms & Conditions, as evidence of customer consent. The customer shall not dispute the validity or enforceability of these Terms & Conditions solely because acceptance was provided electronically.

**IMPORTANT CUSTOMER ACKNOWLEDGEMENT**

By proceeding with the transaction, the customer confirms :-

- All information provided is true and correct.
- That the transaction complies with FEMA, RBI, and applicable laws.
- The source of funds is legitimate and belongs to the customer.
- Having read, understood, and accepted these Terms & Conditions.
- The terms applicable to refund, cancellation, exchange rate validity, and grievance redressal provisions stated herein.