

## **TERMS AND CONDITIONS**

### **Money Transfers to India - Account Holder**

These terms and conditions ("Terms and Conditions") apply to the "Personal Current Account" should be read in conjunction with the Personal Banking Terms and Conditions, Mobile Banking Service Terms and Conditions, Debit Card Terms and Conditions, Internet Banking Terms and Conditions, our Privacy Policy, Website Terms of Use, the Terms on the Account opening form(s) and the Remittance Form. In case of any discrepancy between these Terms and Conditions and the terms and conditions mentioned above, these Terms and Conditions will prevail.

ICICI Bank UK PLC is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration Number 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN.

If you do not understand the Terms and Conditions, then please contact us by visiting our nearest branch or contacting our Customer Service/Support in UK at 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588 for further information. For your own benefit you should read these Terms and Conditions carefully and retain a copy for future reference.

### **Money Transfers to India 1.**

#### **Definitions**

1.1 In this Terms and Conditions, the following words and phrases will have the meanings as assigned below:

"Account" means the Personal Current Account you hold with us.

"Beneficiary" means a person to whom you would like to transfer funds using the Service.

"Beneficiary Bank" means a bank in India with which the Registered Beneficiary holds an account.

"Business day" means a day (other than a Saturday and Sunday) on which banks are open for general business in the United Kingdom, United States of America, and India.

"Charges" means the amount charged by us for providing the Service to you.

"Chip and PIN Debit Card" in relation to a Transfer using a debit card means a debit card that has a built-in electronic chip and with which a transaction can only be authenticated using a PIN.

"Future Dated Transfer" means a request placed in advance, to be processed on the Business Day on which you have instructed us to process the Transfer.

"Pay now requests" means requests which will be processed as soon as the Transfer details are confirmed by you online.

"Rate Block" means the minimum exchange rate at which you process a Transfer.

"Registered Beneficiary" means a person who has been registered by you with us and nominated by you to receive payments through the Service.

"Service" in the context of Transfers, means the money transfer to India service offered by us to you by which money may be sent to a Registered Beneficiary.

"Service Assurance" means the payment that we provide if a Transfer does not get completed or made within the Transfer Time as provided in paragraph 5 subject to the conditions provided in that clause.

"Standing Instruction" means an order you give us to process a Transfer at regular intervals.

"Transaction Reference" means an identification number which will be issued and displayed to you upon confirmation of a Transfer and using which you can track the status of a Transfer.

"Transaction Receipt" means, for Transfers done using a debit card, the printed electronic receipt containing the date and amount of the Transfer, an identification number and a merchant identification number generated by the relevant point of sale terminal.

"Transfer" means the payment of funds authorized by you through the Service which are delivered to the Registered Beneficiary as per your instructions.

"Transfer Time" means the number of Business Days taken to transfer the funds to the Registered Beneficiary's account held with the Beneficiary Bank.

"Website" means our website [www.icicibank.co.uk](http://www.icicibank.co.uk).

"We" in the context of this Service means ICICI Bank UK PLC

"You" in the context of this Service means a person who holds an Account with us and uses the Service.

## 2. Use of the Service

### 2.1 You may make a Transfer in the following ways:

- a. By visiting one of our branches;
- b. Through phone: You may use this facility by calling us 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588.
- c. Through our internet banking service.
- d. Using a Non ICICI Bank GBP Chip and PIN Debit Card through our internet banking service or our UK branches.
- e. Through our mobile banking app.

## 3. Registration for using the Service

### 3.1 You may register to use the Service in the following ways:

- a. By visiting the branch: You will need to complete the designated remittance form at any of our branches. Once we process your registration request successfully, we will provide you with a remittance ID number confirming your status as a user of the Service.
- b. Telephone: You can also contact us by calling the Customer Support number 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588. You can not register a Beneficiary by telephone except for your own Account held with ICICI Bank Ltd., India. In this method, no remittance ID is provided.
- c. Online using internet banking/mobile app: You will need to log in to the current account you hold with us and follow the instructions under the 'remittance' section to fill the form online. Please call our Customer Support at 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588 for any assistance.

#### 4. Registered Beneficiary Details

- 4.1 Where the Beneficiary is an account holder of ICICI Bank Limited, India, you will have to provide us with the account number and the type of account the Beneficiary holds.
- 4.2 Where the Beneficiary is not an account holder of ICICI Bank Limited, India, you will have to provide us with the name of the Beneficiary's bank along with the complete branch address with postal code, IFSC code and the account number together with the type of the account. If you require the Transfer to be made by a demand draft, complete postal address of the Beneficiary will be required.
- 4.3 Where the Beneficiary holds a no frills savings account ('small account' as defined by the Reserve Bank of India) in India, Beneficiary registration will be rejected and the Transfer will not be processed as the Reserve Bank of India restricts the credit of foreign remittances to such types of account.
- 4.4 For all transfers, processing the Beneficiary registration requests involves conducting Know Your Customer and Anti-Money Laundering checks as required by applicable laws and we may ask you for further information for each of the Registered Beneficiaries in compliance with the applicable regulations for the Bank. For instance, we may require information regarding the country of residence of a Registered Beneficiary. We will inform of such information required at the time of registration.
- 4.5 You are responsible for ensuring that the Beneficiary data provided to us is complete and accurate. If you refuse or fail to provide correct, accurate and updated data for the Beneficiary, we may decline the request to register such a Beneficiary under the Service.
- 4.6 We may refuse to provide the Service without giving a reason, in particular to prevent money laundering, fraud or terrorist financing.
- 4.7 If you have opened an Account with us and your country of residence is India, you may not be allowed to add a Beneficiary on Website or Mobile App until we complete our internal checks. You may contact us on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588 for any assistance.
- 4.8 You should ensure that details of all Registered Beneficiaries are updated prior to processing of any Transfer.

##### Transfers by telephone banking

- 4.9 Transfers using the telephone may be sent only to Registered Beneficiaries. The Beneficiary may have been registered through branch, mobile app or internet banking. Transfer request via telephone banking will be rejected if the Beneficiary is not already registered or if the Beneficiary's account is a non-individual account. For online transfers, a rejected transfer will be displayed immediately. Where the beneficiary bank has declined the payment, a member of the call centre team will contact you for alternate beneficiary details. For branch and call centre transfers, a call is made to the customer informing about the cancellation of the transfer and also checks if the remitter wants to send this money to any alternate beneficiary in India.
- 4.10 An email communication of such rejection will be sent to you within three Business Days of the rejection. If you need any further information, you may contact us 24x7 on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). If you're outside the UK please call +44 203 478 5319 and if you are in India call us on our toll free number 1800 419 6588.

##### Online transfers

- 4.11 You need to complete the registration process once for each Beneficiary and there is no limit on the number of Beneficiaries that may be registered.

4.12 If you use the online service to make a Transfer, you may check the registration status of each Beneficiary submitted to us for registration by logging onto your Account online and viewing the list of Registered Beneficiaries. We may take up to 1 business day to verify the Beneficiary details registered by you. It may take longer if we need to contact you for further information.

5. The Service, Service Assurance, payment methods and Transfer Times.

5.1 You may make a Transfer to a Registered Beneficiary who can receive foreign inward remittance in accordance with Reserve Bank of India guidelines.

5.2 You may use the Service only to make Transfers to India with the originating currency being GBP and the disbursing currency (the currency in which the Registered Beneficiary will receive the funds) in INR.

5.3 You can make a Transfer using the Service by:

a. Cash

b. Cheque

c. Account debit

d. Debit Cards - Only the cards that comply with the details mentioned below may be used for the Transfer:

i. The card must be a GBP Chip and PIN Debit Card.

ii. The card must be a non-ICICI Bank debit card.

iii. Magnetic strip cards without a chip may not be used for a Transfer. iv. Credit Cards may not be used for a Transfer.

v. The card must be your personal debit card. vi. 3d

secure required for online authentication.

5.4 Please note that if payment is deposited by cash or cheque, we will first credit such payment to your Account. The Account will then be debited to process the Transfer. It may take 1 business day to receive credits in your Account.

5.5 We will transfer the funds to the Registered Beneficiary in accordance with the payment method chosen by you and for each Transfer must inform us of the amount in GBP.

Payment type	Mode of making a request for transfer	Cut off time for giving instructions to us on a business day	Time taken by us to send money to the Beneficiary Bank*	Service Assurance ***
Insta transfer (transfer to Accounts held with ICICI Bank, India)	Branch, call centre	3:00 pm UK time	4-24 hours from placing a transfer request	5 pence for every £10 transferred
NEFT, RTGS, IMPS**** (electronic funds transfer to non-ICICI Bank)**	Branch, call centre	3:00 pm UK time	1 business day	5 pence for every £10 transferred

NEFT, RTGS, IMPS**** (electronic funds transfer to non-ICICI Bank)	Online & Mobile App	Anytime	1 business day	5 pence for every £10 transferred
Instant credit to Accounts held with ICICI Bank Limited, India	Online & Mobile App	Anytime	Instant	5 pence for every £10 transferred

\*To avoid any doubt, the Transfer Time will exclude the time taken by us to register the Beneficiary as explained in clause 1.4 or time taken to clear the cheque payments as explained in clause 5.4. Please note that the time lines are subject to Business Days in the United Kingdom, United States of America, and India

\*\*Banks participating in an electronic funds transfer facility offered by Reserve Bank of India (Details of participating Banks are available on request in our Branches).

\*\*\*The payment under the Service Assurance will be made in GBP. You will receive payment by way of credit in your Personal Current Account with us within seven Business Days from the date of credit to your Beneficiary's account. The payment made to you will be 5 pence for every £10 transferred, subject to a minimum of £1 and maximum of £50.

\*\*\*\*If the funds have not been successfully cleared while processing INR payments, we may re-attempt to push the funds using National Electronic Funds Transfer (NEFT) and this may take up to 5 Business days to receive the credit.

- 5.6 You may have to pay the Charges, if any, applied by the Beneficiary Bank and we may not be aware of these charges. Such charges may be deducted by the Beneficiary Bank from the amount that is transferred to the Registered Beneficiary. Therefore in an exceptional scenario, the amount received may not be equal to the amount transferred. Registered Beneficiary may contact their local bank to know the break down of the transaction if required.
- 5.7 Once you have confirmed the Transfer, a Transaction Reference for it will be issued to you.
- 5.8 Our Charges for processing the Transfer are as per the Rates and Charges leaflet available at your request at any branch. You can also view the transaction limits and Charges on our Website. (<https://www.icicibank.co.uk/en/personal/money-to-india#faqaccordion-3>)
- 5.9 You will be provided with a time stamp at the time of placing the request for a Transfer in the following cases:
  - a. Transfer requests placed at the branch: Time stamp will be provided manually on the receipt of transaction issued to you after accepting the request for Transfer; We recommend you check that the time stamp is accurate on the Transaction Receipt.
  - b. Remittance requests through phone: Time of request will be communicated to you by our representative at the time of placing the request for the Transfer. We recommend you check that the time stamp is accurate on the Transaction Receipt.
- 5.10 The Service Assurance will not apply in the following circumstances:
  - a. You provide incorrect/ incomplete transaction details and/ or incorrect Beneficiary details;
  - b. The Beneficiary's account is not valid;
  - c. There is a system failure, technical error and/ or delay on the part of intermediary banks or Beneficiary Bank in crediting the Registered Beneficiary's account;
  - d. The circumstances are beyond our reasonable control and all efforts have been made by us, whether caused by strikes, power failures, equipment malfunctions, acts or omissions of any intermediary bank, war, riots (or threats of war or riots), governmental or court orders, or work stoppages;

- e. **Your Account is not active;**
- f. **The Registered Beneficiary's account cannot receive foreign inward remittances in accordance with Reserve Bank of India guidelines;**
- g. **Additional documents or information are required by the Beneficiary bank for processing the transaction;**
- h. **All Transfers rejected by the Beneficiary Bank**
- i. **All Transfers that are cancelled by you.**

#### **5.11 Transfers through internet banking and mobile banking app**

- a. **For Transfers through our mobile banking app service please refer to the Mobile Banking Service Terms and Conditions.**
- b. **Transfer instructions through internet banking may be in the following forms:**

##### **Pay now:**

- i. **All Pay Now Requests will be processed as soon as the Transfer details are confirmed by you online. Your Account will be debited once you have confirmed the Transfer.**
- ii. **Pay Now Requests will be executed at the exchange rate applicable at the time the Transfer is confirmed by you. Pay Now Requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your Registered Beneficiary's account in India. For instructions in INR, the amount debited from your Account will be determined by the INR/ GBP exchange rate (being offered by us) up to six decimal places. You may refer to our website for latest exchange rates offered by the Bank (<https://www.icicibank.co.uk/en/money-transfers-exchange-rates?>)**
- iii. **For requests set in INR, the equivalent GBP amount will be calculated at the exchange rate being offered by us and debited from your Account, subject to the daily online transaction limit.**

##### **Future Dated Transfer:**

- i. **A Future Dated Transfer request will be processed on the date on which you have instructed us to process the Transfer. The Transfer will be processed during the business hours on that Business Day.**
- ii. **Future Dated Transfer requests will be executed at the exchange rate applicable at the time the Transfer is processed. The rate applied may or may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing the Transfer.**
- iii. **Future Dated Transfer requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to the Registered Beneficiary's account in India. For requests in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.**
- iv. **For requests set in INR, the equivalent GBP amount will be calculated at the applicable exchange rate and debited from your Account, subject to the daily online transaction limit. In an event of breaching daily online transaction limit, all subsequent transactions during the day would be rejected including Future Dated Transfer.**
- v. **Future Dated Transfer requests will not be processed if your Account does not have a sufficient cleared balance or you have used all the daily online transaction limit (cumulative of all Transfers processed on the day). The status and details of your Transfer request may be viewed on the Transfer history page of your internet banking (link available on your internet banking, which displays history of your Transfers to India).**

- vi. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your Account and where you have multiple and varying transactions scheduled on a given day, any one or more may be rejected.
- vii. A Future Dated Transfer request (which is in 'active' status) may be deleted before 00:00 UK time on the date for which it has been scheduled. A Future Dated Transfer request will be automatically deleted if the Beneficiary to whom it has been set is deleted.
- viii. Service Assurance is applicable to all Transfer requests from the time they are accepted for processing. Standing Instruction:
  - i. A Standing Instruction will be processed depending on the following:
    - A. The date for which it has been scheduled;
    - B. The frequency of Transfers (every seven days, every 15 days, every month, every two months, every quarter, every six months) and C. The number of times the Transfer is required.
  - ii. The Transfer will be processed during the business hours on that Business Day.
  - iii. Standing Instructions will be executed at the exchange rate applicable at the time and Transfer is processed. The rate applied may or may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
  - iv. Standing Instructions may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your beneficiary's account in India. For instructions in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.
  - v. For requests set in INR, the equivalent GBP amount will be calculated at the applicable exchange rate and debited from your Account, subject to the daily online transaction limit. In an event of breaching daily online transaction limit, all subsequent transactions during the day would be rejected including Standing Instructions.
  - vi. Standing Instructions will not be processed if your Account does not have a sufficient cleared balance or you have used all the daily online transaction limits (cumulative of all Transfers processed on the day). The status and details of your request may be viewed on the transfer history page of your internet banking (link available on your internet banking, which displays history of your Transfers to India).
  - vii. Where you have multiple and varying transactions scheduled in a given day, the transaction amount will be matched against the daily online limit and the funds available in your Account.
  - viii. If a Standing Instruction Transfer has failed, the next due transaction will be processed on the scheduled date. The failed transaction will also be counted in the total number of payments set for the Standing Instruction.
  - ix. The status of various Standing Instructions set by you may be viewed on the 'Manage Standing Instructions' page of your internet banking.
  - x. A Standing Instruction (which is in 'active' status) may be deleted before 00:00 UK time on the date for which it has been scheduled. A Standing Instruction will be automatically deleted if the Beneficiary to whom it has been set is deleted.
  - xi. Service Assurance is applicable to all Transfer requests from the time they are accepted for processing.

**Rate Block:**

- i. A Rate Block request is valid for a period not exceeding 90 calendar days from the date of your Transfer request.
- ii. The applicable exchange rate as displayed on the Website will be exclusive of all promotional offers (if any) valid at the time of processing. No preferential rate or Promocode will be applicable on Rate Block Transfers
- iii. A Rate Block request will be processed on a date when the actual exchange rate meets or exceeds the minimum exchange rate set by you. If the minimum exchange rate is not met during this period, the Rate Block request will be expired. All updates in the actual exchange rate offered by us during a day in 30 minutes interval time will be validated against the minimum exchange rate.

For example, if the minimum exchange rate desired by You is 72.00, and:

- A. At 1.30 pm GMT, the actual exchange rate offered by ICICI Bank UK Plc is 72.00, your Transfer will be processed at 72.00.
  - B. At 1.30 pm GMT, the actual exchange rate offered by ICICI Bank UK Plc is 72.20, your Transfer will be processed at 72.20.
  - C. At 1.30 pm GMT, the actual exchange rate offered by us is 71.80, at 2.00 pm GMT, the actual exchange rate offered by us is 71.68 however within the 30 minutes window the exchange rate surged upto 72.20 and dropped back to 71.68. The Rate Block transaction only picks up the exchange rate offered by us at every 30 minute cut-off interval and hence this Rate Block transfer will not be honoured by us as the minimum exchange rate desired by you is 72.00.
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- iv. The Rate Block request will be executed every 30 minutes starting from 12.00 am GMT each calendar day at the actual exchange rate applicable at the time the Transfer is processed, which may be equal to or greater than the minimum exchange rate set by you.
  - v. Any favourable movement in the exchange rate during these 30 minutes interval would not be applicable for Rate Block Transfers.
  - vi. A Rate Block request may be set only in GBP, defining the exact amount to be debited from your Account.
  - vii. Rate Block requests will not be processed if your Account does not have a sufficient cleared balance or you have used all the daily online transaction limits (cumulative of all transfers processed on the day). The status and details of your request may be viewed on the transfer history page of your Internet Banking, which displays the history of your Transfers to India.
  - viii. Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your Account.
  - vi. The status of various Rate Block requests set by you may be viewed on the 'Rate Block' page of your internet banking.
  - vii. You may delete a Rate Block request which is in 'pending' status. If you have deleted the Beneficiary to whom the Rate Block has been set, your request will be automatically deleted.
  - viii. Service Assurance is applicable to all requests from the time they are accepted for processing.



#### 5.12 Transfers through debit card at branches:

- a. The following conditions must be complied with to use this Service, failing which we reserve the right to refuse the Service:
- i. Valid photo card driving license or passport as photo identification to be provided. If you are unable to provide any of these documents, please speak to a member of staff.
  - ii. The debit card cannot be an ICICI Bank UK PLC debit card. iii. The card must be a Chip and PIN Debit Card denominated in GBP. iv. Magnetic strip cards/cards without a chip may not be used for a Transfer.
  - v. Transactions without entering the PIN (signature based) will not be allowed.
  - vi. Money transfers to India using personal credit card may be declined by the payment gateway. The use of credit cards for a money transfer may be subject to an additional fee up to 3% of the total transfer amount and this additional fee will be debited from the Account holder in a separate line.
  - vii. The name on the debit card must be the same as on the photo identity proof.
  - viii. Two copies of the Transaction Receipt will be provided to you after the Transfer. You will need to sign and return one copy of the Transaction Receipt to the official at the branch.
- b. We do not take responsibility for any debit card which is lost or forgotten or left behind by you in the branch premises. However, if we find any debit card in our bank premises, we will retain it only until the end of the business hours of that Business Day. If you need to claim the card, you will have to provide us a valid photo card driving license or valid passport as proof of identity. All unclaimed debit cards after the end of the business hours of that Business Day will be destroyed by us. The cards will be destroyed in a secure manner in the presence of two branch officials.
- c. We will retain and destroy your debit card if:
- i. We have reason to believe that the card does not belong to you.
  - ii. We are asked to do so by your issuing bank.
- d. If your card/ transaction is rejected by your bank, you will need to contact your bank.

#### 5.13 Transfers through internet banking using a Non ICICI Bank Debit Card.

The following conditions must be complied with to use this Service, failing which we reserve the right to refuse the Service:

- i. The debit card cannot be an ICICI Bank UK PLC debit card.
- ii. The card must be a Chip and PIN Debit Card denominated in GBP.
- iii. Money transfers to India using personal credit card may be declined by the payment gateway. The use of credit cards for a money transfer may be subject to an additional fee up to 3% of the total transfer amount and this additional fee will be debited from the Account holder in a separate line.
- iv. The card must be your personal debit card.
- v. The card must be 3d secure for successful authentication.
- vi. The amount will be credited to your ICICI Bank current account first and then it will be credited to the Beneficiary account.

- vii. If the transaction fails, the funds will be credited to your ICICI Bank current account.
- viii. If your Personal Current Account is inactive/frozen/dormant, you will not be able to carry a successful transaction using non-ICICI Bank debit card however, the funds will be debited from your non-ICICI Bank Debit card and shall be retained in ICICI Bank current account. You may contact customer care if you wish to return /reverse the funds to your original bank account which was used to fund the ICICI Bank current account

#### 6. Exchange rates/ charges

When you give instructions to us through any of our branches, by telephone banking service, by internet banking or mobile banking app we will provide the exchange rate for the Transfer before the instructions are confirmed by you. The exchange rate applied to the Transfer will be the prevailing exchange rate at the time you give us a Transfer request. You may refer to our website for latest exchange rates offered by the Bank (<https://www.icicibank.co.uk/en/money-transfers-exchange-rates?>)

In the event, an incorrect exchange rate is displayed on our website or mobile app due to technical/operational issue and which can be established as beyond reasonable limit, the Bank has right to cancel the transaction where such an erroneous exchange rate is applied and shall refund money to the customer. The Bank will not levy any charge for the cancellation of such transactions. The Bank may compensate the customers for such transactions to the extent of any loss to the customer due to exchange rate movements for the transaction amount.

#### 7. Communication to Beneficiary

- 7.1 For Transfers through internet banking, you may ask us to inform the Registered Beneficiary of the Transfer initiated by you.
- 7.2 We will send a text alert to the Beneficiary on the mobile number provided by you at the time of submitting the Transfer request. We recommend you check that the mobile number provided is correct.
- 7.3 The Charges applicable for this Service will be displayed to you before the Transfer request is submitted.
- 7.4 Text alert will be sent to the Registered Beneficiary when the Transfer request has been processed successfully. Successful Transfer for Registered Beneficiary accounts held with ICICI Bank Limited, India, will mean credit of funds into the Registered Beneficiary's account. Successful Transfer for Registered Beneficiary accounts held with banks other than ICICI Bank Limited, India will limit to credit of funds to the Beneficiary Bank. The Beneficiary Bank may however, reject the Transfer due to incorrect or insufficient information provided by you and/or due to any other reason(s) as the Beneficiary Bank may deem fit.
- 7.5 A text alert may not be delivered to your Beneficiary for reasons beyond our control. In such a case, we will try to send the text again on the same day. Charges displayed to you before submission of Transfer request will be levied once.

#### 8. Your responsibilities

- 8.1 You should ensure that adequate funds are available in your Account allowing the Transfer to be processed and for deducting the relevant Charges. In case of Transfers by a debit card, there should be adequate funds in the account from which you have initiated the Transfer. If you do not have adequate funds, your Transfer request will not be processed.
- 8.2 You must disclose the purpose of the Transfer and ensure that you do not use this Service for any unlawful purposes as defined under any applicable law.

- 8.3 In online Transfers, all relevant details of the Transfer will be displayed on the confirmation page, including the Transfer amount and applicable Charges that will be debited from your Account. By clicking on 'confirm' you will accept the terms and conditions and Charges associated with the Transfer. For each Transfer that we perform acting upon your instructions, the Account will be debited for the Transfer amount and applicable Charges as soon as the Transfer is confirmed.
- 8.4 Your Account statements and other advices that we provide to you should be reviewed by you. If you notice any discrepancies, please notify us immediately.
- 8.5 If an INR demand draft is lost or stolen, you must inform us immediately. The demand draft will be valid for three months from the date of issue (subject to revision by Reserve Bank of India). You may wish to check whether the demand draft has been paid before the expiry of such validity period.

**9. Terms specific to the Service**

- 9.1 We will be responsible for acting on your instructions to make a Transfer upon receiving clear funds, converting it into the foreign currency and transferring it to the Beneficiary Bank.
- 9.2 You will not receive interest on the funds transferred from the time you have provided us the Transfer instructions to the time the Registered Beneficiary receives the funds.
- 9.3 If we are unable to credit a Registered Beneficiary's account, you will be notified immediately on your display if by online banking or the mobile app. Alternatively, where the beneficiary bank has declined the payment, a member of the call centre team will contact you for alternate beneficiary details or for branch/call centre transfers, a call is made to the customer informing about the cancellation of the transfer and also checks if the remitter wants to send this money to any alternate beneficiary in India. We will also notify you by email on the contact details submitted by you.
- 9.4 To comply with relevant legislations, when funds are transferred by us to a Beneficiary Bank, the Transfer may need to be accompanied by details of (i) your name (ii) your address (iii) your date and place of birth (iv) your identification number or national identity number and (v) your Account number or a unique identification number allowing the Transfer to be traced back to you.

**10. Reversal/cancellation/refund**

- 10.1 If you ask us to cancel a Transfer we will do our best to do so, depending on the stage of the Transfer of the funds and the stage at which the cancellation is requested. We will not be liable if for any reason we are unable to cancel the Transfer.
- 10.2 For any reversal/ cancellation of a Transfer request initiated at any of our branches or by phone or Website or Mobile App, The Bank will levy a charge of 2% of the Transfer value or GBP 10 whichever is higher. Any charges made by the Beneficiary Bank, in addition to our charges, on the reversal request will be borne by you.
- 10.3 If any exchange rate loss is incurred at the time of a reversal, it will be borne by you.
- 10.4 If any exchange rate profit is made at the time of reversal, it will be passed on to you. However, if there are sufficient reasons for us to believe that you intentionally wanted to profit due to currency trading, we may not pass on any gain to you.
- 10.5 Once a Transfer has been made and the Registered Beneficiary's account has been credited in accordance with the instructions provided by you, any reversal of that Transfer will require the Registered Beneficiary's prior written consent. We will not be responsible for obtaining that consent.
- 10.6 If you do not provide us with accurate, correct and complete information or if we are unable to Transfer funds due to other reasons beyond our reasonable control, we will refund the amount to your Account after deducting the relevant

Charges of £10 on each transfer requests or mark a lien (up to the amount owed by you to the Bank including the charges) to your Account if no sufficient funds are available.

**11. Our responsibility to you**

- 11.1 If you request a Transfer from any of our branches, our staff will inform you about the transfer amount, amount in Indian Rupees which will be received by the Registered Beneficiary, exchange rate, charges and value date. Value date for accounts held by Registered Beneficiaries with ICICI Bank Ltd., India will mean the date on which the funds are credited to the Registered Beneficiary's account and are available for withdrawal.
- 11.2 Value date for account held by Registered Beneficiaries with a bank other than ICICI Bank Limited, India, will mean the date on which the funds are credited to the Beneficiary Bank.
- 11.3 For Transfer requests using the telephone banking service, the above details will be reflected in your monthly Account statement. For Transfer requests using internet banking and mobile banking app, the above details will be available on the 'transfer history' page of your internet banking logged in section.
- 11.4 If we are unable to process your Transfer due to incomplete or incorrect information provided by you, we will inform you of the status immediately if the Transfer is by online/mobile banking. Alternatively, where

the beneficiary bank has declined the payment, a member of the call centre team will contact you for alternate beneficiary details or for branch/call centre transfers, a call is made to the customer informing about the cancellation of the transfer and also checks if the remitter wants to send this money to any alternate beneficiary in India. will ask you to provide us with the correct details for us to execute your Transfer.

**12. Limitation of liability**

- 12.1 We will generally rely without further enquiry on the Transfer instructions given by you unless we have reasonable cause to believe that such instructions are incorrect, unauthorized or fraudulent.
- 12.2 We will not be liable for losses arising as a result of not carrying out your Transfer correctly or in case there is an unreasonable delay in doing so. However, we may compensate you as per our Service Assurance policy for any delays in transfers as per the timelines defined.
- 12.3 Fund transfers to a bank other than ICICI Bank Limited India may have delays in crediting/returning the INR amount basis the responses received from Immediate Payment Service (IMPS) or National Electronic Fund Transfer (NEFT). If the funds are not successfully cleared while processing INR payments, we may reattempt to push the funds using same or alternate mode of payment and this may take up to 10 Business days to receive the credit.
- 12.4 We will not be liable for any losses/claims/damages for any changes in the exchange rate block transfers that occurs/takes place between the 30 minute interval times. In the event any funds are fraudulently or mistakenly paid into your Account (including but not limited to any payment credited due to technical/system/manual error) or if a rejection is received from the payer's Bank for a previously received payment instruction:
  - 12.4.1 We may automatically debit such sums from your Account or mark a temporary overdraft of such sums from your Account. . This may happen even if the funds are included in the balance of your Account, you have used them to make a payment, or have transferred or withdrawn all or part of them. If the deduction of the payment from your Account makes your Account overdrawn, we will treat this as an unauthorised overdraft and may report it to the relevant

credit authority as we deem appropriate. If we do so, we will apply interest and charges as mentioned in our Rates and Charges Leaflet for the unauthorised overdraft.

**12.4.2** If there are insufficient funds in your Account, you will be liable to ensure such amounts are credited into your account [or paid to ICICI Bank UK in GBP currency].

**12.4.3** If there are insufficient funds in your Account, we may mark a lien over your Account for such amounts due and payable and reserve our rights to recover and initiate legal action as we see fit. In such circumstances, the Customer shall be responsible for any costs, fees and expenses in recovering the sums due. We shall have the right to claim interest on any sums due until receipt of payment as applicable by law. We shall also try to contact you on your registered contact detail to recover the sum due to us.

**12.4.4** We also reserve the automatic right to set-off the amount owed by you to reduce an amount owed to you in any other account maintained by you with us, if applicable

**12.5** For any of the instances stated above, we are entitled to initiate legal action as the Bank deems fit and such legal costs/fees/expenses including claim interest until date of receipt of outstanding amount owed, calculated as per applicable statutory law shall be borne by the customer and shall be liable for the same.

### **13. Compensating ICICI Bank for loss**

The Registered User will compensate ICICI Bank for any lessor damage, which is caused to us as a result of acting upon the given instructions or if the Registered User has committed fraud or does not observe these terms and conditions intentionally or with gross negligence. The amount paid by the Registered User under this condition will represent a reasonable assessment of ICICI Bank's losses. The protection provided by the Registered User under this condition will not apply if ICICI Bank deliberately or negligently caused the lessor if it is not consistent with the relevant laws or regulations.

### **14. Miscellaneous**

**14.1** If at any time any provision of the Terms and Conditions become illegal or unenforceable then it will not affect the legality or enforceability of any other provision.

**14.2** ICICI Bank can take action in future to enforce any of the Bank's rights that are mentioned under the Terms and Conditions and that the Bank may have delayed in enforcing.

**14.3** If ICICI Bank fails to perform our obligations towards the Registered User under the Service due to any event beyond the Banks control such as war, riots, Governmental or Court orders or similar circumstances then we will:

- (a) Perform such obligations as soon as reasonably practicable, or
- (b) Terminate the Service by providing a two months' notice to the Registered User.

The Registered User may discontinue the use of Service without any penalty.

- 14.4 A Registered User may not transfer his/her rights or duties under the Terms and Conditions to any other person. ICICI Bank may transfer its rights or duties or arrange for any other party to carry the Banks rights or duties who it reasonably considers capable of performing them so that there is no reduction in the service standard provided to the Registered User by the Bank.

## 15. Notice

- 15.1 Unless otherwise agreed, any notice or other communication may be delivered to a Registered User through the Bank's notice board (or website), call centre, email or sent by post to the address given by the Registered User on the remittance registration form.
- 15.2 Any writ, summons or other process may be served upon a Registered User by posting the same in accordance with clause 15.1 above and will be deemed to be good service upon the Registered User. The foregoing will not however preclude ICICI Bank from effecting service of process in any other manner permitted by law.

## 16. Information regarding a Registered User

- 16.1 ICICI Bank will treat all personal information of a Registered User as private and confidential (even when relationship ceases to exist under the service). Information ICICI Bank holds will not be disclosed to anyone including other companies in the ICICI Group, other than where:
- (a) ICICI Bank is required to give the information by law to relevant regulatory/government authorities.
  - (b) There is a duty to the public to reveal the information.
  - (c) It is in the interests of ICICI Bank that it must give the information (for instance, to prevent fraud).
  - (d) A Registered User asks ICICI Bank to reveal the information or in the case ICICI Bank has the permission of the Registered User.
- 16.2 When a Registered User provides information to ICICI Bank, that information is processed in accordance with the Data Protection Act 1998.
- 16.3 ICICI Bank may use other companies in the ICICI Group and/or subsidiaries to process information and provide services on its behalf. Whether it is processed in the United Kingdom or overseas, the personal information of a Registered User will be protected in accordance with the Data Protection Legislation, by a strict code of secrecy and security which all companies in ICICI Group, its staff and any third parties are subject to and will only be used in accordance with the instructions of ICICI Bank.
- 16.4 Under the Data Protection Act 1998, a Registered User has a right, subject to payment of a reasonable fee, to see the personal records that ICICI holds pertaining to a Registered User. The Registered User would be required to write to the following address:

**Data Controller ICICI  
Bank UK PLC  
One Thomas More Square London E1W 1YN**

- 16.5 A Registered User has the right of access to his/her personal records held by credit and fraud agencies. ICICI Bank will supply their names and addresses upon request by a Registered User.
- 16.6 ICICI Bank may record and/or monitor the telephone conversations that it may have with a Registered User for security and training purposes. Any recordings made are the property of ICICI Bank but ICICI Bank will handle it in accordance with the data protection laws of the UK, including the Data Protection Act 1998.
- 16.7 If, in trying to contact a Registered User by telephone, ICICI Bank is unable to speak with the Registered User, ICICI Bank may leave a message for the Registered User to call or contact ICICI Bank on any answering machine or with any person that answers the call.
- 16.8 To comply with relevant legislation when funds are transferred by ICICI Bank to a Beneficiary bank the Transfer may need to be accompanied by details of (i) the name of the Registered User (ii) address of the Registered User (iii) data and place of birth of the Registered User (iv) Customer identification number or national identity number of the Registered User and (v) Account number or a unique identification number of the Registered User allowing the transaction to be traced back to the Registered User. By using the Service each Registered User consents to ICICI Bank for providing such information.

**17. Change in Terms and Conditions**

ICICI Bank may change any of the Terms and Conditions including the Charges if it has a valid reason to do so, such as changes in market Conditions, the cost of providing service to you, legal or regulatory requirements affecting us or any development of our systems or processes. If ICICI Bank believes any term is not clear, it will modify it to make it simple and clear without altering the meaning. ICICI Bank will inform the Registered User or any changes by notice in the Branches, via email and may also communicate implementation of the change. ICICI Bank may terminate or suspend the Service. ICICI Bank will give the Registered User a 14 days advance notice of the same.

**18. Regulation**

ICICI Bank UK PLC (Company Number: 04663024) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration Number: 223268). It is subject to the laws of England and Wales. ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Ltd. ICICI Bank Ltd is regulated and authorised to take deposits in India by the Reserve Bank of India.

**19. Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement between ICICI Bank and the Registered User and accordingly, nothing in it will be directly or indirectly enforceable by a third party, nor is it intended to consider as benefit on any third party.

**20. Governing Law**

These Terms and Conditions are governed by English Law and any dispute between ICICI Bank and a Registered User is subject to the exclusive jurisdiction of the courts of England and Wales.

21. Complaints

If you want to make a complaint, please contact us in one of the following ways:

Write to us at:

Customer Relations

ICICI Bank UK PLC 2nd floor.

One Thomas More Square London E1W1YN

Visit your nearest ICICI Bank Branch and speak to a member of staff.

Call the customer service centre on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) to inform us of your concerns.

Email: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

We will arrange for the right person to investigate and respond to your concerns. You must not send us your password, or other information you consider confidential, by e-mail or post. Within two Business Days of receiving your complaint, we will send you a written acknowledgement. Within four weeks, we will write to you again with our final response or to explain why we need more time to respond. If we have not already responded to you, we will send you our final or other response within eight weeks and will tell you how to take your complaint further if you are still not satisfied. If you are not happy with the outcome, you may have the right to ask the Financial Ombudsman Service to settle the complaint.

You may contact that service at:

The Financial Ombudsman Service

Exchange Tower,

London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)