

## HiSAVE Fixed Rate Account - Terms and Conditions (effective from June 20, 2012)

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## Introduction

These Terms and Conditions apply to the HiSAVE Fixed Rate Account. These should be read in conjunction with our **HiSAVE Savings Account Terms and Conditions, Internet Banking Terms and Conditions, Privacy Policy and Website Terms of Use.**

These are our standard Terms and Conditions on the basis of which we provide our products and services to you. If you do not understand any of the Terms or Conditions, please contact us for further information.

For your own benefit and protection you should read these Terms and Conditions carefully and retain a copy in a safe place for future reference.

The HiSAVE Fixed Rate Account is an online savings Account with a rate of interest fixed for a set period of time. We will open an easy access HiSAVE Savings Account when you open your first Fixed Rate Account and we will transfer your principal amount with interest to this HiSAVE Savings Account upon maturity. You will not be able to close your HiSAVE Savings Account until the maturity of your HiSAVE Fixed Rate Account.

ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority (FSA Registration Number 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. We are an associate member of the British Bankers' Association. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. Our VAT number is 820 4369 48.

ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited. ICICI Bank Limited is regulated and authorised to take deposits in India by the Reserve Bank of India.

## Definitions

In these Terms and Conditions:

- "Website" means our website [www.icicibank.co.uk](http://www.icicibank.co.uk)
- "Business day" means, in the United Kingdom, Monday to Friday, except public holidays.
- "We", "us", and "our" mean ICICI Bank UK PLC.
- "You" and "your" mean the customer. If you have a joint Account, references to "you" include each of you together and separately unless otherwise stated.
- "Group" means the ICICI Bank Limited group of companies which means our subsidiaries, our ultimate holding company and its subsidiaries.
- "Next business day payments" means GBP payments directly to the Account of any person or organisation in the UK, Channel Islands and Isle of Man, which will be received by the payee Bank on the next business day.
- "CHAPS" means same day electronic transfer of funds payments in GBP in the UK made through the Clearing House Automated Payment System (CHAPS).
- "Nominated linked Account" means the Current Account from which your funds will be transferred to open HiSAVE Account. You register this Account at the time of opening the HiSAVE Account.
- "Internet Banking" means the Internet Banking service which allows you to conduct financial and non-financial transactions/queries on a secure website - [www.icicibank.co.uk](http://www.icicibank.co.uk) operated by ICICI Bank UK PLC.
- "Gross interest" is interest credited to your Account without the deduction of income tax.
- "Net interest" is interest credited to your Account after the deduction of basic rate income tax.
- "GBP", "Sterling" and "£" means the lawful currency for the time being of the United Kingdom.

## 1. Eligibility

- 1.1 Our HiSAVE Fixed Rate Account is available to individuals aged 18 or over who are resident in the United Kingdom (UK), not including the Channel Islands and the Isle of Man. If you cease to be eligible for the Account, we may close it. (See condition 16)
- 1.2 You must have a personal UK Bank or Building Society ("Bank") current Account ("nominated linked Account") with a direct debit, electronic funds transfer and cheque book facility in your name.
- 1.3 You must have access to electronic mail (email) facilities, and a valid current email address.

## 2. Opening an Account

- 2.1 We will only be able to open your HiSAVE Fixed Rate Account after we have carried out various checks. We are required by law to verify your identity and address. If we cannot carry out these checks electronically, and under certain other circumstances, we will ask you to provide

independent documentary evidence of your identity and/or address (for example electricity bill as proof of address or passport as proof of identity). Please note that we require duly certified true photocopies of your documents. Please do not send original documents to us. If you send original documents, we will take due care to return them back to you but will not be responsible/liable for any loss or damage to the documents. For more details on acceptable documents and certification please visit <http://www.icicibank.co.uk/personal/faqs/opening-an-account-Hisave.html>. If we have not received satisfactory documentary evidence within three months of receiving your application for a HiSAVE Fixed Rate Account, we will reject the application and you will have to re-apply online to open a new HiSAVE Fixed Rate Account

- 2.2. We may refuse any application to open a HiSAVE Fixed Rate Account, but we will notify you if we do so.
- 2.3. The HiSAVE Fixed Rate Account will be opened in GBP only with a minimum investment required of £1,000 (no maximum limit).
- 2.4. You cannot make withdrawals from the Account during the fixed term.
- 2.5. No additional deposits are allowed during the term of the HiSAVE Fixed Rate Account.
- 2.6. If you are opening a single HiSAVE Fixed Rate Account, your nominated linked Account can either be a single Account or a joint Account. If you are opening a joint HiSAVE Fixed Rate Account, your nominated linked Account must be a joint current Account in the name of both the applicants.
- 2.7. At the time of opening the HiSAVE Fixed Rate Account, you can choose to:
  - a) Automatically renew the Account for the same term on maturity. If you wish to automatically renew the HiSAVE Fixed Rate Account on maturity, select the 'Auto renewal' option in the online application form. For more details, please refer to condition 18;
  - b) Close the Account at the end of the term and transfer the funds to your HiSAVE Savings Account.
- 2.8. If you already hold a HiSAVE Savings Account you will be able to open a HiSAVE Fixed Rate Account by submitting a request online by logging into your Internet Banking through the website or calling our Customer Service Centre at 08081 31 41 51 (freephone from UK landlines).
- 2.9. You can open more than one HiSAVE Fixed Rate Account but only with the same Account type (single or joint) as your existing HiSAVE Account with us.
- 2.10. If you do not hold a HiSAVE Savings Account, we will open one for you before we open the HiSAVE Fixed Rate Account. The funds in your HiSAVE Fixed Rate Account will be transferred to your HiSAVE Savings Account on maturity. Any monthly or yearly interest you receive on the Account will be transferred to your HiSAVE Savings Account. There will be a direct debit set up between your HiSAVE Savings Account and your nominated linked Account. Your HiSAVE Fixed Rate Account will be linked to your HiSAVE Savings Account.
- 2.11.1 Each of the Account holders will receive a separate user ID by email as soon as your Account is opened.
- 2.11.2 If you have applied for a single HiSAVE Fixed Rate Account you will be able to choose your password while completing the online application form. Selection of the password online is safe and secure. You will need this password along with the User ID (sent by email) in order to log on to your Account.
- 2.11.3 If you have applied for a joint HiSAVE Fixed Rate Account, the primary applicant will be able to choose their password while completing the online application form. The secondary applicant will not be able to choose his/her password online and it will be sent separately to his/her postal address within seven business days from the date of Account opening.
- 2.12. If you have not chosen a password while completing the application form, the password(s) for all applicants will be sent separately to their postal addresses within seven business days from the date of Account opening.
- 2.13. When you log on to your Account for the first time, you will be prompted to change your password. This is to maintain security of your own Account.
- 2.14. If you open an Account with us at a distance (over the phone or post or internet) you are protected by the Financial Services (Distance Marketing) Regulations 2004. The major types of protection are:
  - detailed information before you agree to open the Account;
  - a 14-days right of cancellation; and
  - restrictions on how a financial service is supplied if you have not asked for it.
- 2.15. For any queries on how to open a HiSAVE Fixed Rate Account, you can visit the FAQs section on our website [www.icicibank.co.uk](http://www.icicibank.co.uk). Alternatively, you can email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or **contact our Customer Service Centre at 08081 31 41 51 (freephone from UK landlines)**.

### **3. Initial deposit to your Account**

- 3.1 The initial deposit can be made by cheque or direct debit from your nominated linked Account.

### 3.2 By a **Cheque** and **Through Direct Debit**

- 3.2.1 Once we have carried out the identity checks, we will email you to send a cheque to us from your nominated linked Account, which is in your name. The cheque should be for the entire initial deposit amount (minimum amount of £1,000, no maximum limit). It must be in your name and drawn from the nominated linked Account mentioned in your HiSAVE Fixed Rate Account application form. The cheque should have your first name/initial and last name printed on it and should be signed by you. If you are opening a single HiSAVE Fixed Rate Account, your nominated linked Account can be either a single Account or a joint Account. If you are opening a joint Account, the cheque must be from a nominated linked joint current Account which is in the name of both the applicants. If the nominated linked Account is a joint current Account, the cheque should be signed by one or all of the current Account holders in accordance with the operational set up of the Account.
- 3.2.2 You must make sure that you include your eight digit tracking number, sent to you via email, immediately after your name on the cheque you send us. Without this number we will not be able to process your application further.
- 3.2.3 Upon successful receipt and verification of the cheque from your nominated linked Account in accordance with condition 3.2.1, we will first open your HiSAVE Savings Account, set up a direct debit between the two Accounts and send you the Account information and Internet Banking User ID by email within five business days from the date of receipt of the cheque. You must not cancel the direct debit instruction while you maintain the existing Current Account as your nominated linked Account.
- 3.2.4 Upon successful verification of the cheque, we will send it to the Bank issuing the cheque for clearing within two business days of receiving it. This time is required for us to authenticate the details on the cheque with the information on your application form. In exceptional circumstances this might take an additional business day.
- 3.2.5 We will open your HiSAVE Fixed Rate Account on the day we receive cleared funds (the sixth business day from the date of presenting the cheque) but you will start earning interest from the second business day after presenting the cheque. However, cheques received after 2:00 pm UK time or on a day that is not a business day, will be processed on the next business day. For more details on cheque clearing cycle, please refer condition 7.4.
- 3.2.6 If the initial deposit cheque is returned unpaid by your nominated linked Account Bank or building society for any reason, your application to open a HiSAVE Fixed Rate Account will be rejected. You may re-apply for a HiSAVE Fixed Rate Account.
- 3.2.7 If we are unable to set up a direct debit, but your cheque is cleared by your nominated linked Account Bank, we will reinitiate the direct debit. In such circumstances we will process your Account opening as normal. However, you will be unable to transfer any funds from your nominated linked Account to your HiSAVE Savings Account until such time as the direct debit is set up between your HiSAVE Savings and your nominated linked current Account.
- 3.2.8 If we have not received the Account opening cheque from your nominated linked Account within three months of receiving your application for a HiSAVE Fixed Rate Account, we will reject the application and you will have to re-apply online to open a new HiSAVE Fixed Rate Account.
- ### 3.3 **Through Direct Debit**
- 3.3.1 If you are applying for a single HiSAVE Fixed Rate Account, you can allow us to collect funds for your initial deposit from your nominated linked Account through the direct debit facility. If you are applying for a joint HiSAVE Fixed Rate Account, you will need to fund your Account by sending a cheque.
- 3.3.2 If you are applying for a single HiSAVE Fixed Rate Account, you can instruct us to collect funds from your nominated linked Account (minimum amount of £1,000, no maximum limit) at the time of completing the online application form. After carrying out identity checks, we will open a HiSAVE Savings Account and set up a direct debit between your HiSAVE Savings Account and your nominated linked Account. The direct debit is an electronic link between your HiSAVE Savings and your nominated linked Account to collect the funds from your Account.
- 3.3.3 Upon successful confirmation that the direct debit has been set up, we will collect the funds from your nominated linked Account and open your HiSAVE Fixed Rate Account. It takes up to three business days to receive the funds. You will start to earn the interest on your HiSAVE Fixed Rate Account from the day the funds are received by us.
- 3.3.4 If we are unable to set up a direct debit between the two Accounts, your application for opening a HiSAVE Fixed Rate Account will be rejected. You may however re-apply for a HiSAVE Fixed Rate Account.
- 3.3.5 If we are unable to collect funds from your nominated linked Account due to insufficient funds in that Account, we will inform you. After seven business days from the date of informing you, we will re-initiate the collection of funds. If the instruction fails for any reason, your application for a HiSAVE Fixed Rate Account will be rejected. You may however re-apply for a HiSAVE Fixed Rate Account.
- 3.4 You must not cancel the direct debit instruction we have set up between your HiSAVE Account and your nominated linked Account.
- 3.5 We will send a confirmation letter to your registered postal address informing you once the direct debit has been set up.
- 3.6 If we are unable to deliver the direct debit confirmation letter to you for any reason, we will temporarily block your HiSAVE Savings Account and HiSAVE Fixed Rate Account until you call our Customer Service Centre and ask us to unblock it. However, your HiSAVE Fixed Rate Account and

your HiSAVE Savings Account will continue to earn interest.

- 3.6.1 When you call our Customer Service Centre to unblock your Accounts, if you fail to prove your identity, we will require you to provide satisfactory documentary evidence of your identity and address.
- 3.6.2 If your HiSAVE Fixed Rate Account remains blocked at the time of maturity, the principal and interest will be paid into your HiSAVE Savings Account and continues to earn interest on the HiSAVE Savings Account at the prevailing HiSAVE Savings Account rate.
- 3.7 You must not cancel the direct debit instruction which we have set up between your HiSAVE Savings Account and your nominated linked Account.
- 3.8 If we cannot conduct an electronic check on you and under certain other circumstances, we will ask you to provide us with an independent documentary evidence of your identity and address to open your HiSAVE Fixed Rate Account. In this case, your initial deposit must be by a cheque (even though you may have selected the option of funding your Account through direct debit to open your Account). We will inform you of this by email.
- 3.9 Existing HiSAVE customers can apply to open another HiSAVE Fixed Rate Account by logging into their online Banking or calling our Customer Service Centre. You could fund the Account by either:
  - 3.9.1 Using the direct debit link between your HiSAVE Savings Account and nominated linked Account to transfer funds to your HiSAVE Savings Account. This will take approximately seven business days. We will open your HiSAVE Fixed Rate Account with effect from the date of receiving clear funds and you will start earning interest from that day; or
  - 3.9.2 Using the funds from your HiSAVE Savings Account. We will open your HiSAVE Fixed Rate Account in two business days and you will start earning interest from the day the request is made to open the HiSAVE Fixed Rate Account.
- 3.10 The direct debit set up between your nominated linked Account and your HiSAVE Fixed Rate Account is governed by the Direct Debit Guarantee and if money is wrongly taken by us from your nominated linked Account under the Direct Debit Authority given to us, we will refund the money to your nominated linked Account immediately. In order to do this we may seek additional information from you to establish whether money was wrongly taken by us from you.

#### **4. Communication between you and us**

- 4.1 We may contact you by email, text message or telephone. In certain circumstances, we can also communicate through our website. If at any point in the future you change your phone numbers, email address or postal address you should tell us promptly about those changes. We will contact you at the most recent address, telephone number or email address that you have given to us.
- 4.2 Your HiSAVE Fixed Rate Account may be accessed through the internet via [www.icicibank.co.uk](http://www.icicibank.co.uk) (the "website").
- 4.3 We may also occasionally contact you by post. If we communicate with you through post, we will use the postal address on our records.
- 4.4 As the HiSAVE Fixed Rate Account is an online Account, we will not be able to accept any requests that are sent to us by post, except for the circumstances mentioned in condition 24.
- 4.5 After your HiSAVE Fixed Rate Account has been opened, you can communicate with us by logging onto your HiSAVE Account Internet Banking and sending emails through the Internet Banking service. This is a secure and authorised method of communication between you and us.
- 4.6 If you have any queries or have problems logging into or if you cannot access your HiSAVE Account for any reason you can contact our Customer Service Centre for assistance or send us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) from your email address registered with us.
- 4.7 When you call our Customer Service Centre or contact us through the Internet Banking service, to identify you we will use your Account details and the security details provided by you when the HiSAVE Fixed Account was opened. You must use a touch tone phone when calling our Customer Service Centre. You will otherwise have to give instructions or get information about your Account using our Internet Banking service. If you forget your User ID or your password, you will not be able to operate your Account online.
- 4.8 If you have forgotten your password, you can call the Customer Service Centre. You can also visit our website to make a password request. Go to the login page, click on the 'Forgot password' link, complete the form and submit it. If you have requested a new password and are waiting for it to arrive, please do not use your old password as this will block the new password as well. We will send you the new password through post at your registered postal address with us. You must inform us of any changes to your address before you request a new password. You can update your address through the 'Service Request' option on Internet Banking of your HiSAVE Account via the website or by calling our Customer Service Center.
- 4.9 We may conduct periodic electronic checks or seek electronic/written confirmation from you about the details we hold for you on your Account. If you do not pass these checks/confirmations, we may ask you to provide us with documentary proof of your identity and address.
- 4.10 For a joint Account, unless you advise us otherwise, we will contact only the primary Account holder subject to any legal requirements. The primary Account holder is responsible for passing information we send to the other joint Account holder.

## **5. Withdrawals from your HiSAVE Fixed Rate Account**

- 5.1 Withdrawals are not permitted from your HiSAVE Fixed Rate Account.
- 5.2 Funds will be transferred from your HiSAVE Fixed Rate Account only to your HiSAVE Savings Account on maturity. Please refer to condition 16 for more details.

## **6. Confirmation of Instructions and Transactions:**

- 6.1 If you give us an instruction by calling our Customer Service Centre, we will confirm it on the phone to you by giving you a reference number.
- 6.2 We will not give you written confirmation when we receive funds into your Fixed Rate Account or we transfer funds into your HiSAVE Savings Account on maturity. These transactions will appear on your Account statements.

## **7. Operation of the Account**

- 7.1 You can give us instructions either:
  - a) Verbally, by calling our Customer Service Centre on 08081 31 41 51 (free phone from UK landlines); or
  - b) Using our Internet Banking service and sending an email through the 'Account Manager' option.

Generally we cannot change or stop an instruction given by you over the telephone or through the Internet Banking service (unless we inform you otherwise) because we start processing instructions when we receive them. If we are able to cancel your instructions there may be a charge for this. We will confirm any charges to you before we process your request for cancellation.
- 7.2 Before we act on instructions given by telephone or through the internet Banking service you will have to complete a security procedure. After satisfactory completion of this security procedure, we will act on instructions given by you including payments of money in or out of your Account. Please also see condition 9.
- 7.3 Sometimes, the transferring Bank may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Fixed Rate Account along with any interest which may have been paid.
- 7.4 The cheque clearing cycle is the time taken for initial deposit money to be paid to your Account. All cheques deposited into ICICI Bank UK PLC Accounts by 2:00 pm UK time will go into processing the same day. All cheques deposited after 2:00 pm UK time will get into processing on the next business day.
  - 7.4.1 When you pay a GBP cheque from another Bank in the UK, for initial deposit into your Account.
    - a) we will deposit the cheque in your Account on the same day that we receive it if this is before the cut off time. If we receive it after the cut off time we will treat it as being received on the next business day;
    - b) we will start paying interest (if any) on the money from the second business day after we receive it
    - c) the funds will be available for you to use from the fourth business day after we receive the cheque, but the cheque may still be returned unpaid up until the sixth business day after we receive it; and
    - d) from the end of the sixth business day after we receive it, if the cheque is returned unpaid by the paying Bank, we cannot take money from your Account without your consent unless you have acted fraudulently.
  - 7.4.2 So, for example, if you pay in a non ICICI Bank UK PLC cheque on a Monday before the cut off time of 2:00 pm UK time, you will see it deposited on your Account the same day, it will start earning interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your Account after the following Tuesday (unless you have acted fraudulently).
  - 7.4.3 If the Bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. In all circumstances, you will be the owner of funds on the sixth business day after the deposit of your cheque and the amount of the cheque cannot then be debited from your balance without your consent unless you were knowingly involved in a fraud concerning the cheque.
  - 7.4.4 If cheques are deposited with Giro Slips at any non ICICI Bank UK PLC Branch, you will earn interest from the second business day, but you will only be able to withdraw funds from the sixth business day.
  - 7.4.5 If an amount is credited to your Account in error, we will earmark the relevant funds and notify you. The amount will be debited from your Account after that notification.



- 7.4.6 If a cheque is returned unpaid by the paying Bank before the end of the sixth business day from the day it is paid in, we can take the money back out of your Account.
- 7.5 Your direct debit instruction will expire if you do not use the direct debit facility for 60 months. If your direct debit instruction expires you will need to set up a new direct debit.
- 7.6 If you do not have a HiSAVE Savings Account, then to set up a new direct debit or to change your nominated linked Account you must make an online request through the Internet Banking service or call the Customer Service Centre. By doing so, you will be given a reference number. Please make a note of this reference number.
- 7.6.1 You must also send us a direct debit mandate form and an original Bank statement for your new linked Account. You can download the direct debit mandate form from [www.icicibank.co.uk](http://www.icicibank.co.uk). You should print the form, complete the details of the new nominated linked Bank Account and send it back to us along with an original Bank statement, no more than three months old of your new nominated linked Account.
- 7.6.2 We need to view the original Bank statement for verification purposes and it will be returned to you after verification. Please mention the reference number on the statement in order for us to process your request quickly. Once we have received and verified these documents, your request will be processed within seven business days.
- 7.6.3 If the direct debit instruction is rejected by the other Bank, your request will be cancelled and you will have to make a new request.
- 7.6.4 If your new nominated linked Account is an ICICI Bank UK PLC current Account, then the documents mentioned above are not required. In this case your request will be processed in two business days.
- 7.7 If your HiSAVE Fixed Rate Account is linked to your HiSAVE Savings Account, you can transfer funds only from your nominated linked Account to your HiSAVE Savings Account. While opening your HiSAVE Savings and your Fixed Rate Account, we will set up a direct debit between the Accounts. In this case, you will only be able to change the nominated linked Account which is linked to your HiSAVE Savings Account. For more details on how to change a 'nominated linked account' linked to your 'HiSAVE Savings Account', please refer to the HiSAVE Savings Account Terms and Conditions.
- 7.8 You cannot change your nominated linked Account:
- a) within 45 days of opening your HiSAVE Savings Account; or
  - b) more than once within a period of 45 consecutive days.
- 7.8.1 If you change your nominated linked Account immediately after the 45 day period mentioned above, we may seek further information from you.
- 7.9 You must notify us promptly if you experience any failure, delay or error in the website, Internet Banking or in the operation of your HiSAVE Savings Account or you suspect any breach of security or fraud.
- 7.10 We may suspend or stop access to the Internet Banking or Telephone Banking services immediately if we consider there is a security or fraud risk. In such circumstances, we may not give advance notice to you.
- 7.11 We can refuse to act on any instruction or delay acting on a request from you or ask for more details (for instance proof of identity), if:
- 7.11.1 We have a reason for believing that you did not give us the instruction (unauthorised instructions);
  - 7.11.2 The instruction is not clear;
  - 7.11.3 To carry out the instruction would be unlawful;
  - 7.11.4 It is to be performed at a future date;
  - 7.11.5 It is conditional on happening of a certain event;
- 7.12 If we don't act on your instructions, we will notify you accordingly.
- 7.13 If we consider that there is security or fraud risk, we may apply financial and other limits to telephone instructions and instructions through Internet Banking from time to time. Wherever possible we will give you notice, but we may vary these limits to protect the security of your Account at any time with immediate effect and inform you of the changes immediately. We will tell you if your transaction exceeds any of the limits.
- 7.14 We will try to ensure uninterrupted access to the website or Internet Banking. However, access to the website or Internet Banking may be temporarily suspended, or certain services may be slow or temporarily unavailable, when we carry out routine maintenance checks.
- 7.15 For security reasons your HiSAVE Account Internet Banking user ID will get locked if unused for a period of six successive months. If your user ID gets locked, you will not be able to use the Internet Banking facility. Please call our Customer Service Centre for unlocking your user ID. Once your User ID has been unlocked, you can log in using the existing password.
- 7.16 If you make three consecutive attempts to log on to your Internet Banking with an incorrect password/user ID, your user ID will be locked for security reasons and you will not be able to use the Internet Banking facility. Please call our Customer Service Centre to unlock your user ID.

Once your ID is unlocked, you can login using the existing password.

- 7.17 If you have forgotten your password, you will need to go to the login page of your Internet Banking facility and make an online request for a password re-issue using the 'Forgot Password' option or contact our Customer Service Centre. The new password will be sent to your registered address by post within seven business days.

## **8. Joint HiSAVE Fixed Rate Accounts**

- 8.1 A HiSAVE Fixed Rate Account can be opened as a joint Account for a maximum of two people.
- 8.2 Each one of you is responsible individually and jointly for following the Terms of this agreement. If one of you breaks the Terms, we can take action against either or both of you.
- 8.3 If any disputes arise between you, one or both of you should contact us in writing. On receipt of such notice, or if we otherwise become aware of such a dispute, and once we have satisfied ourselves that there is a dispute, we will block the Account and all transactions, including payments by direct debit and the use of additional services such as Internet Banking. You will have to provide us with a letter signed by both the Account holders with written instructions regarding funds in your Account. Funds cannot be transferred to a third party Account. The letter should be accompanied by proof of identity and current address of both the Account holders.
- 8.4 We may give any information about your joint Account to either of you. You each agree that we can act on payment instructions, notices or information given by either of you.
- 8.5 For a joint Account, unless you advise us otherwise, we will contact only the primary Account holder subject to any legal requirements. The primary Account holder is responsible for passing information we send to the other joint Account holder.
- 8.6 If either of you dies, the joint HiSAVE Fixed Rate Account can be operated by the survivor.
- 8.7 A notice we send to one of you will count as a notice to both of you.
- 8.8 Once your passwords are active, either of you can give us instructions, which means that either of you will be able to manage your joint HiSAVE Fixed Rate Account without the other being involved. We do not have to confirm the instructions with the other Account holder.
- 8.9 If we find that either of you is, or may be, declared Bankrupt, we will block your joint HiSAVE Fixed Rate Account and HiSAVE Savings Account. You will not be able to pay out any amount from it until we receive joint written instructions from the Account holder (who is not bankrupt) and the trustee in bankruptcy of the other Account holder.
- 8.10 Either of you may instruct us to make payments to open a new HiSAVE Fixed Rate Account. In the event of conflicting instructions from joint Account holders we reserve the right to refuse to carry out any transactions or further instructions until the instructions are clarified and confirmed by both of you in writing through the secured channel.

## **9. Security and access**

- 9.1 Whenever you log in to the Internet Banking service, you will need to use your User ID and password and provide such other security details as we may request.
- 9.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of your security details (User ID, passwords or other details including those which allow you to use Internet Banking and Telephone Banking). These precautions include the following:
- Always learn the password or other security details we may send you and immediately destroy the slip giving you the information;
  - Never allow anyone else to use your security details. If you do, you will be responsible for the money taken from your Account;
  - Do not keep a note of your password or security details where anyone else might recognise it, for example by writing your password and/or security details on, or keeping them with your Bank documents. If you think someone else knows your password or other security details please contact us immediately;
  - Do not choose a password which is easy to memorise such as sequences of letters, or numbers which may be easy to guess, for example your date of birth;
  - Take care to ensure that no one hears or sees your security details when you use them;
  - Keep card receipts and other information about your Account containing personal details (such as statements) safe and dispose of them safely. You should take simple precautions such as shredding paper containing such information;
  - You should not leave the device you are using to access the service unattended while you are still logged onto our Internet Banking service;
  - Never divulge your Internet Banking password to anyone. Remember that we will never ask you for your passwords;



- Never respond to any email that asks for confidential or personal security information. We will never send you such an email;
  - Ensure that there is up-to-date and functioning anti-virus and firewall software on any computer you use for online Banking;
  - If possible, avoid disclosing sensitive Account information when using computers in public places/internet cafes. If this is not possible, take extra precautions;
  - Ensure you log off your secure personal Account before leaving any computer;
  - If you receive a call from us, do not disclose your security details to anyone, unless you are completely satisfied that the call is from ICICI Bank UK PLC and not from a third party.
- 9.2.1 If any Internet Banking related security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on 08081 31 41 51 (freephone from UK landlines). As soon as you inform us, we will lock your Internet Banking User ID to prevent access to your Accounts by any unauthorised person.
- 9.2.2 If asked, you must confirm in writing the loss or theft of your security details.
- 9.2.3 We may ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your Accounts. We recommend that you report any unauthorised transactions to the police within seven days. We may also disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.
- 9.2.4 Please be aware that if you intentionally pass on your security details to any person you will be in breach of these Terms and Conditions and may be liable for any unauthorised transactions that occur on your Account as a result.
- 9.3 We may deal with some of your queries by email if they are received from an email ID registered with us at the time of application. If we cannot deal with the query by email we will ask you to contact us by writing to Account Manager through Internet Banking or by calling us at our Customer Service Centre.
- 9.4 We will never contact you, or ask anyone to do so on our behalf, with a request to disclose your password or security details. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.
- 9.5 To help us continually improve our services, in the interests of security and to comply with our regulatory obligations, we may monitor and/or record your telephone calls with us.
- 9.6 We may ask you to confirm instructions by telephone, internet and other electronic means if we believe this is required before acting on them.
- 9.7 We provide useful information on our website on how to keep your Account safe and secure so that unauthorised access is prevented. This information may be updated from time to time. Please check the website regularly to keep yourself updated about this information.

## **10. Interest and Tax**

- 10.1 The interest on your HiSAVE Fixed Rate Account is fixed for a term. You may contact us at any time to know the interest rates as applicable to your HiSAVE Fixed Rate Account.
- 10.2 The interest rate applicable to your HiSAVE Fixed Rate Account will be the interest rate available on the date of receipt of clear funds and opening of your HiSAVE Fixed Rate Account.
- 10.3 We will only calculate and you will only earn interest each day on balances of £1,000 or more and we will pay this according to the interest payment option chosen by you at the time of application.
- 10.4 Interest on HiSAVE Fixed Rate Accounts is non cumulative (we pay simple interest only for the initial amount invested).
- 10.5 If you have chosen the HiSAVE Fixed Rate Account - monthly interest option, interest will be paid on the last day of every month and will be sent to your HiSAVE Savings Account. If the last day is not a business day, interest will be paid on the next business day. The last interest payout will be made on the date of maturity of the monthly HiSAVE Fixed Rate Account.
- 10.6 For HiSAVE Fixed Rate Accounts with the annual interest option, if the term of the deposit is less than one year, interest will be paid on maturity of the deposit. If the term of the deposit is greater than one year, interest will be paid on an annual basis.
- 10.7 If you do not have a linked HiSAVE Savings Account with us, all interest amounts (monthly or annual) and principal amount on maturity will be paid into your nominated linked Account. If you have a linked HiSAVE Savings Account, all interest amounts (monthly or annual) and principal amount on maturity will be paid into this Account.
- 10.8 Interest is calculated and rounded down to the second decimal place.
- 10.9 We will pay net interest (interest after the deduction of basic rate income tax) on any Account, unless you are entitled to receive gross interest and you have sent us a completed HM Revenue and Customs form R85 (available on the HM Revenue and Customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)) for your Account.

- 10.10 For a joint Account, both Account holders must submit a separate form R85 before we pay gross interest (interest without tax being deducted) on the Account.
- 10.11 If you hold multiple Accounts with us, you must send us separate forms R85 for each Account on which you do not want tax to be deducted.
- 10.12 Once we receive your completed R85 form, any interest due to you will be paid as gross interest (interest without tax being deducted) for the period from the first day of the month in which we receive your R85 form. We will not add the difference between gross interest and net interest paid in previous months to your Account.
- 10.13 If you receive gross interest (interest without tax being deducted) on any Account and your circumstances change then you must inform us immediately by logging on to your Internet Banking and making the request 'Change of tax status from Gross to Net' through the service request section, or by contacting our Customer Service Centre.
- 10.14 We may run promotions for new or existing customers. These promotions may involve incentives including higher interest rates than those available on our website. The current rate of interest payable on the HiSAVE Fixed Rate Account will be displayed on the website.
- 10.15 We may change the rate of interest for new HiSAVE Fixed Rate Accounts at any time, but existing Fixed Rate Account rates will not be affected. We will communicate any change in interest rate to you by posting it on the website, informing the Customer Service Centre and writing to you by (post or email) within 30 days of the change.
- 10.16 The tax treatment or the rate of interest payable depends on the individual circumstances of each Banking customer and may be subject to change in future.
- 10.17 Tax Certificate - your annual certificate of deduction of tax will be made available online. You can save and print the statement through the Internet Banking service. If you require a hard copy of this statement to be sent to you by post, please contact our Customer Service Centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com). We charge a fee of GBP five for dealing with such requests. In the case of joint Accounts, the annual certificate of deduction of tax will only be made available for the primary Account holder. If your HiSAVE Account is closed then please contact our Customer Services Centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) for a physical copy of this statement to be sent to you by post.

## **11. Changes in your information:**

- 11.1 If you change your contact details then please update the information online through the Service Request option in the logged in section of your Internet Banking facility. You can also make a request for this by contacting the Customer Service Centre.
- 11.2 You can also communicate with us as described in condition 4 of these Terms and Conditions, if there is a change in your contact details, for example in your address, phone number, or email address.
- 11.3 You need to inform us as soon as possible if you change any information relevant to your Account. If your details, for example your address is not updated, we may block your Account to protect us both. You understand that incorrect information about you in our records may result in loss or damage to you. We may require documentary evidence to be provided for some types of changes. When you notify us of the change, we will let you have a list of documents which are acceptable to us as evidence of change in your details.
- 11.4 If you move to an address outside the UK you must inform us as soon as possible and you will need to close your HiSAVE Fixed Rate Account. You should not, in any case, operate/keep your Account open in such cases. If you do so and HM Revenue and Customs or other regulatory body in the UK imposes any fine on us or we incur any liability, you will be responsible.
- 11.5. If you send us any important documents, we recommend that you send them by special delivery.

## **12. Changes to these Terms and Conditions**

- 12.1 We may change these Terms and Conditions, including our charges, for valid reasons 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 we believe any term is not clear, we will modify it to make it simple and clear without altering the meaning.
- 12.2 We will advise you of any such changes covered under condition 12.1 including changes to charges, which are to your disadvantage, by sending you personal notice (sent electronically) at least two months in advance of the change. If you are dissatisfied with the changes, you will have a right to switch or close your Account without loss of interest or any additional charges.
- 12.3 We will not change the fixed rate of interest which applies to your existing Account.
- 12.4 We will advise you of any changes covered under condition 12.1, including changes to charges, which are not to your disadvantage, by sending a personal notice (sent electronically) within 30 days of making such change.
- 12.5 If any major change is made, or many minor changes in one year, we will provide a copy of the new Terms and Conditions or a summary of the changes. You can also view the Terms and Conditions from our website [www.icicibank.co.uk](http://www.icicibank.co.uk).

### **13. Charges**

We do not charge for operating the HiSAVE Fixed Rate Account except for the charge in respect of ordering physical tax certificates. However, we may wish to introduce new charges in the future for valid reasons as mentioned in condition 12.1 above. We will inform you at least two months in advance about these charges and if you are dissatisfied with the new charges you will have the right to switch or close your Account without loss of interest or any additional charges.

### **14. Set-Off**

14.1 We may use any credit balance (in any currency) on any Account you hold with us to repay any amounts that you owe us, including amounts you owe us for unauthorised overdrafts on your Accounts, together with any related charges. This applies to Accounts held in your own name or jointly. We will inform you before doing this unless we reasonably think that you will move your funds in order to prevent us from applying set-off.

14.2 We can exercise our right of set-off as described above even if there is a court decision against you or you are fined unless the court instructs us otherwise, or we are otherwise prevented by law.

### **15. Liability**

15.1 If we do not carry out your requests, delay doing so or do not do so correctly, we will be liable for any loss as a result and the amount of interest you did not receive from us as a result of our failure or late action or mistake. We will not be liable for any losses we could not have reasonably been expected to foresee.

15.2 Neither we nor you will be liable to the other for breach of any of these Terms and Conditions if such breach is because of circumstances beyond our control, such as war, riots, or governmental or court orders.

15.3 You will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments from your Account arising where you have failed to keep your security details safe.

15.4 You will be liable for all losses if:

- (a) you have acted fraudulently, which includes allowing another person to make payments; or
- (b) you have intentionally or with gross negligence, failed to keep your security details secret and safe.

You will not be liable for any losses occurring after you have informed us that your security or personalised details are no longer safe.

15.5 You will not be responsible for any unauthorised payments where:

- (a) you have not yet received your security details; or
- (b) these have been made by someone who has your security details and has used them without your authority to make a payment where the Account holder does not need to be present, such as transferring funds from your HiSAVE Savings Account to your nominated linked Account, opening a HiSAVE Fixed Rate Account, change of address etc over the internet or phone.

15.6 Compensating us for loss

You must compensate us for loss or damage which is caused to us as a result of either of the following:

- (a) if you have acted fraudulently; or
- (b) if you have not observed these Terms and Conditions and this was done intentionally or with gross negligence.

The amount paid by you under this condition will represent a reasonable assessment of our losses. This includes the reasonable costs incurred by us in investigating and managing the matter as well as our reasonable legal costs.

The protection provided by you under this condition will not apply if we deliberately or negligently caused the loss or if it is not consistent with the relevant laws or regulations.

### **16. Closure of HiSAVE Fixed Rate Account**

16.1 On the maturity of the HiSAVE Fixed Rate Account, the funds will be transferred to your HiSAVE Savings Account (if you have one) otherwise to your nominated linked Account and your HiSAVE Fixed Rate Account will be closed.

16.2 You will not be able to close your Account before maturity except for the following reasons:

16.2.1 In the event of death; or

16.2.2 Any court of competent jurisdiction has declared you bankrupt and has given instructions to close the Account.

- 16.3. We may close your HiSAVE Fixed Rate Account immediately in exceptional circumstances. Examples of these circumstances are, if we reasonably believe that:
- 16.3.1 You are no longer eligible to hold a HiSAVE Fixed Rate Account. Please inform us immediately if you do not meet any of the requirements mentioned in the condition 1;
  - 16.3.2 You or someone else using your HiSAVE Fixed Rate Account is doing so illegally or fraudulently;
  - 16.3.3 You have given us false information;
  - 16.3.4 You have continually or seriously (or both) broken these Terms and Conditions;
  - 16.3.5 You have behaved improperly (for example, in a threatening or abusive manner).
- If we close your Account for any other reason, we will give you two months advance notice.
- 16.4 If we do close your HiSAVE Fixed Rate Account early for any of the reasons mentioned in condition 16.3, we will apply a premature closure penal interest rate to the Account when calculating interest, instead of the rate you would otherwise have received. The penal interest rate will be the Bank of England Base Rate as applicable while your HiSAVE Fixed Rate Account was open. For details of the Base Rate, you can visit the Bank of England website (<http://www.bankofengland.co.uk/mfsd/iadb/Repo.asp?Travel=NlXRx>). The penal interest rate will not be charged in the case of closure due to death and Bankruptcy.
- 16.5 If your HiSAVE Fixed Rate Account is closed, it will not affect any rights or obligations which may already have arisen during the time when your Account was open.
- 16.6 When any particular type of Account is no longer available, we may close any Account or Accounts of that type you have with us. If we close your Account or Accounts:
- 16.6.1 We will pay or transfer money we hold for you, plus any interest, to your HiSAVE Savings Account (if you have one), otherwise to your nominated linked Account after deducting all amounts you owe us); and
  - 16.6.2 You must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your Account or Accounts.
- 16.7.1 If you are not happy about your choice of Account within 14 days of opening it, we will help you switch to a different ICICI Bank UK PLC Account or give you your money back. For cheque investments, funds cannot be withdrawn until the cheque has cleared. Please note that your deposit will not earn any interest if you choose to withdraw funds during this period. If you hold a monthly interest paying HiSAVE Fixed Rate Account, any interest paid will be deducted from the principal amount of your Fixed Rate Account. This 14 days cancellation period does not apply to Accounts which have been renewed after maturity either through renewal (condition 17) or auto renewal (condition 18). The cancellation period is 14 days beginning on the day we open your Account. If you decide not to exercise your right to cancel, your HiSave Fixed Rate Account will be subject to the Terms and Conditions from the date of Account opening.
- 16.7.2 If you wish to close your Account within this period, we will need to have received confirmation of your instructions to close by the 14th day following Account opening. You can tell us that you wish to close your Account either by logging to your Internet Banking and by writing to us through the "Write to Account Manager" option or calling us at our Customer Service Centre.

## **17 Renewal**

- 17.1 Renewal is the reinvestment of the proceeds of your HiSAVE Fixed Rate Account when it matures. All renewals will be subject to the existing HiSAVE Fixed Rate Account Terms and Conditions.
- 17.2 The request for renewal may be given at any time between two to 45 days before the maturity date of your HiSAVE Fixed Rate Account.
- 17.3 We may contact you within 45 days before the maturity date, to remind you that you have the option to either renew or close the Account.
- 17.4 If you decide to renew your Account you may choose:
- any of the term options as available at the time of placing the renewal request;
  - the frequency at which you will receive interest on the renewed Account – monthly or annually; and
  - the renewal amount (provided the minimum amount of renewal is £1,000).
- 17.4.1 If you have a HiSAVE Savings Account, you can also choose to renew part only, or to add an amount over and above the principal amount of your maturing HiSAVE Fixed Rate Account(s), provided the minimum amount on renewal is £1,000. If you opt for part renewal, the remaining partial amount, along with interest, will be transferred to your HiSAVE Savings Account or nominated linked Account as applicable.
- 17.5 The request for renewal of your HiSAVE Fixed Rate Account will be treated as valid if it is received anytime between two to 45 days prior to maturity date. You may change your renewal instruction at any time between two and 45 days before the maturity date of your HiSAVE Fixed Rate Account. However, you will not be able to make any changes or close your Account once it has been renewed (Please note: Your right of

cancellation of your Account within 14 days of Account opening is not applicable in the case of renewal unless there is a change to the earlier Terms and Conditions).

- 17.6 It will take us one business day to process your request.
- 17.7 The interest amount will be transferred to your linked HiSAVE Savings Account (if you have one) or nominated linked Account as applicable.
- 17.8 If we do not receive any renewal instructions for your HiSAVE Fixed Rate Account, the balance together with the interest (if any) will be automatically transferred to the linked HiSAVE Savings Account (if you have one) or nominated linked Account as applicable. Once your HiSAVE Fixed Rate Account matures you will not be able to renew it. However, you may choose to open a new Account.
- 17.9 All customers choosing to renew the HiSAVE Fixed rate Account will benefit from the:
- 17.9.1 Interest Rate Guarantee - This ensures that you receive the highest interest rate we offer between the date we receive your renewal instruction and the maturity date.
- 17.9.2 Loyalty Bonus - The loyalty bonus gives an additional 0.10% interest which is added to the interest rate applicable on the day of renewal.

## **18. Auto - Renewal**

- 18.1 Auto - Renewal is the automatic reinvestment of the proceeds of your HiSAVE Fixed Rate Account on maturity. You would have selected this option at the time of Account opening. All auto - renewals will be subject to the existing HiSAVE Fixed Rate Account Terms and Conditions at the time of renewal.
- 18.2 If you selected the auto renewal option, you can give us instructions to cancel this before the maturity of the HiSAVE Fixed Rate Account.
- 18.3 If you do not give us any instructions, your Account will be renewed for the same term with the same interest payment option.
- 18.4 We will contact you within 45 days before the maturity date to remind you of the auto-renewal option selected when you opened the Account and that you can change your instructions or close the Account by notifying us at least two business days before the maturity date.
- 18.5 If you decide to renew your Account you may choose:
- any of the term options as available at the time of placing the renewal request;
  - the frequency at which you will receive interest on the renewed Account – monthly or annually; and
  - the renewal amount (provided the minimum amount of renewal is £1,000).
- 18.6 On auto renewal of your HiSAVE Fixed Rate Account, the interest amount will be transferred to your linked HiSAVE Savings Account (if you have one) or nominated linked Account as applicable.
- 18.7 The request for non auto renewal of your HiSAVE Fixed Rate Account will be treated as valid if it is received at any time between two to 45 days before the maturity date. You may change your auto renewal instruction at any time between 2 and 45 days before the maturity date of your HiSAVE Fixed Rate Account. However, you will not be able to make any changes or close your Account once it has been renewed (Please note: Your right of cancellation of your Account within 14 days of Account opening is not applicable in the case of renewal unless there is a change to the earlier Terms and Conditions).
- 18.8 All customers selecting to auto renew HiSAVE Fixed Rate Account will benefit from the:
- 18.8.1 Interest Rate Guarantee upon renewal of the Account. This guarantees that you receive the highest interest rate we offer between 45 days prior to maturity and the maturity date.
- 18.8.2 Loyalty Bonus upon renewal of the Account. The loyalty bonus gives an additional 0.10% interest which is added to the interest rate applicable on the day of renewal.

## **19. Legal action against you:**

- 19.1 If we receive notice of a fine, a court order or a court judgment against you or any other Account holder, we may refuse to allow withdrawals from your HiSAVE Fixed Rate Account until the fine is paid or the legal process comes to an end. We can exercise our right of set-off (using any credit balance in any currency on any Account you hold with us) to repay any amounts you owe us even if there is a court order against you or you are fined, unless the court instructs us otherwise, or we are otherwise prevented by law. You are responsible for an amount, which represents a reasonable assessment of any losses, costs or expenses, we incur as a direct result of any dispute or legal action with someone else involving your Account.
- 19.2 If a petition for a bankruptcy order is presented against you then we may refuse to act on any instructions given by you or anyone else to make any payments out of your Account unless you have previously obtained an appropriate order from the court.

## 20. Claims on your Account

If another person makes a claim for any of the funds in your HiSAVE Fixed Rate Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or controls funds in your HiSAVE Fixed Rate Account, we may:

- a) put a hold on your linked HiSAVE Savings Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
- b) send the funds to the person who is legally entitled to them, or transfer the funds to the nominated linked Account;
- c) continue to rely on the current records we hold about you;
- d) apply for a court order; or
- e) take reasonable actions we feel are necessary to protect us.

## 21. Your Personal Information

21.1 We will treat all your personal information ("your information") as private and confidential (even when you are no longer a customer). By "your information" we mean any information about you that you or third parties (such as credit reference agencies, fraud prevention agencies or third parties associated with you) provide to us. We will process your information in accordance with the Data Protection Act 1998, and any other applicable laws.

21.2 We and other Group companies will access, use and analyse your information for the following purposes:

- to manage, maintain and develop our relationship with you;
- to consider any applications made by you;
- to manage your Account(s);
- to make financial risk assessments including money laundering checks and for fraud prevention purposes;
- to meet our regulatory, compliance and reporting obligations;
- to provide you with information in relation to products, services and events of both Group companies and third parties which we consider may be of interest to you. However, we will do so only if you have given an explicit consent for this. If at any time, you want to revoke your consent, you may write to us at ICICI Bank UK PLC, One Thomas More Square, London E1W 1YN to let us know;
- for assessment and analysis purposes including behaviour scoring and market and product analysis;
- to prevent crime, to verify your identity; and
- to develop and improve our services to you and to notify you about changes to our services.

21.3 We will not disclose your information outside the Group except :

- where we have your permission;
- if we are required or permitted to do so by any law or regulation,
- to credit reference and fraud prevention agencies and identity and address verification organizations who may record and use your information and disclose it to other lenders, financial services organizations and insurers. Your information may be used by those third parties to make assessments in relation to your creditworthiness for debt tracing, fraud and money laundering prevention purposes.
- if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organizations may also access and use this information to prevent fraud and money laundering, for example, when:
  - checking details on applications for credit and credit related or other facilities;
  - managing credit and credit related Accounts or facilities;
  - recovering debt;
  - checking details on proposals and claims for all types of insurance;
  - checking details of job applicants and employees.
- please contact us at 08081 31 41 51 (freephone from UK landlines) if you want to receive details of the relevant fraud prevention agencies.
- to government entities and regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions;



- to persons who act as our agents and service providers. Where we use agents and service providers this will be under a strict code of confidentiality and we will ensure that they have adequate security measures in place to safeguard your information;
  - to a third party to whom we transfer or may transfer our rights and duties under your customer agreement or any other agreement we enter into with you. We will transfer our rights and obligations only to those third parties whom we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you by us.
  - to third parties as part of the process of selling one or more of our businesses;
  - to carefully selected third parties so that they can contact you about products or services that they think may interest you. We will pass your information to third parties for marketing purposes only if you have given an explicit consent for this.
- 21.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 21.5 We may transfer your information to Group companies or third parties situated in other countries (including outside the European Economic Area) for the purposes of carrying out your orders, processing your payment instructions, provision of support services etc. We will take all steps reasonably necessary to ensure that such Group companies or third parties agree to apply similar levels of protection as we are required to apply in the UK.
- 21.6 We will use your information to inform you by mail, telephone or email about products and services that may be of interest to you. You can tell us if you don't want to receive such marketing information.
- 21.7 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. We may charge you a small fee (Currently £10) for supplying the information and may require as appropriate your identity before doing so.
- 21.8 You have the right of access to your personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon request by you.
- 21.9 We require your prior written permission or request if we are asked to give a Banker's reference about you. This reference is no more than an opinion and is in no way a guarantee of your ability to make payments.
- 21.10 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place for business purposes such as quality control and training, prevention of unauthorised use of our telecommunication systems and Website, ensuring effective systems operation, prevention or detection of crime, and protection of your personal data.
- 21.11 If in trying to contact you by telephone, we are unable to speak to you, we may leave a message for you to call or contact us.

## **22. Transfer of Rights and Obligations**

- 22.1 The HiSAVE Fixed Rate Account opened by you and your related rights and obligations of yours are non-transferable by you.
- 22.2 We may transfer all or any of our rights in relation to your HiSAVE Fixed Rate Account. We may also transfer any of our obligations in relation to your HiSAVE Fixed Rate Account or arrange for any other party to carry out our obligations, but only to someone we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you. We will give you two months advance notice before we make any such changes. You have the right to close your Account within this 2 months period without incurring any penalty or extra charges.

## **23. Telephone Banking services**

You can use the telephone Banking service to:

- a. check the balance on your Accounts;
- b. obtain details of your most recent transactions;
- c. transfer money between your Accounts;
- d. set up or cancel standing orders and/or direct debits;
- e. update your contact details;
- f. speak to a Customer Service Representative in relation to any other enquiry.

### **Using your Account safely through the Telephone Banking Service**

- When you call us, we will confirm your identity using our security procedures. We may not be able to assist you if we are unable to identify you as our customer. This is to protect the security of your Account.
- When we call you, we will never ask for details of your password or PIN (personal identification number) or other security details to identify

you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account.

- If you are using your mobile phone's text messaging facility for services such as Text Banking and online payee registration, we recommend you delete the information as soon as the service has been performed.
- You must inform us immediately if you know or suspect that an unauthorised call has been made to our Telephone Banking service or that anyone else knows or has asked you for your information.
- You must comply with all instructions we issue regarding using your Account safely.

## **Charges**

The Telephone Banking service is currently free of charge.

When you give us any instructions on the telephone to carry out a transaction where there is a charge, our customer service representative will inform you of the charge, and seek your confirmation before proceeding with the instructions.

## **Cancelling the Telephone Banking Service**

There may be times when we have to suspend the whole or any part of our Telephone Banking service. We will inform you by email or on our website.

## **24. Death and Disability**

- 24.1 If you die, or become unable to manage your HiSAVE Fixed Rate Account, all payments made from your HiSAVE Fixed Rate Account will be valid and binding on you and your estate if they were made before we received written notice of your death or disability.
- 24.2 If the Account holder dies (except in the case of a joint Account holder), we will ask the personal representative(s) to provide the death certificate, grant of probate and/or letter of administration before allowing access to any funds in the Account. The representative would need to provide a proof of their identity. The funds will be transferred to the nominated linked Account. However, if the nominated linked Account is dormant or closed, the payment will be made in the name of the authorised personal representative(s). The HiSAVE Fixed Rate Account will be blocked when we receive notice of the Account holder's death.
- 24.3 In the case of joint Accounts, if any one of the Account holders dies, the other Account holder will be allowed to access the funds from the Account.
- 24.4 We may decline any withdrawal from a HiSAVE Fixed Rate Account, until we have received the correct forms relating to the estate.
- 24.5 Authorising others to operate your Account.
- 24.5.1 You may authorise an individual to operate your Account on your behalf by signing a power of attorney. We will accept only one power of attorney. We do not accept joint powers of attorney, except when the rights are given to the attorneys jointly or severally. If there is more than one attorney appointed, then one of them must be nominated and all transactions must be authorised by that individual only. We will need to see the original signed power of attorney although for some powers of attorney we may be able to accept a copy certified by those listed in our requirements, such as a solicitor. If you want any further information on powers of attorney, or if you have any queries, you may contact our Customer Service Centre. We will be glad to assist you.
- 24.5.2 For security reasons, we may not allow a person who is operating your Account on your behalf to access some services. Where we do make these services available, that person may use your security details and we will not treat it as a breach of your security obligations.

## **25. Financial difficulties**

If you find yourself in financial difficulties, you should let us know as soon as possible. We will consider cases of financial difficulty sympathetically and positively. Our first step will be to contact you to discuss the matter. We will do all we can to help you overcome your difficulties. The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we will be able to help.

## **26. Credit Reference and fraud prevention**

### **26.1 Data sharing**

We may record, exchange, analyse and use relevant information about you and your relationships with the companies in our Group (including the nature of your transactions) for credit assessment, market research and administrative purposes. Relevant information may also be exchanged with companies in our Group and others, for audit purposes.

## 26.2 Crime prevention and debt recovery

To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with other companies in our Group and, where appropriate, with fraud prevention and debt recovery agencies and other organisations including other lenders.

26.3 Where you borrow or may borrow from us, we may give details of your Account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

## 27 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,  
One Thomas More Square,  
London  
E1W 1YN.

- visit your nearest ICICI Bank Branch and speak to a member of staff.
- telephone: Customer Service Centre on 08081 31 4151 (freephone from UK landlines) to inform us of your concerns.
- email to: [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 email 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,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Phone: 0845 080 1800  
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)

## 28 Financial Service Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a Bank is unable to meet its financial obligations. Most depositors – including most individuals and some small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint Accounts each Account holder is treated as having a claim in respect of their share so, for a joint Account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's Accounts with us including their share of any joint Account, and not to each separate Account.

For further information about the scheme (Including the amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

## 29 General

29.1 If we relax any of these Terms and Conditions, this may be a temporary measure or a special case and we may enforce them again with reasonable notice.

- 29.2 These Terms and Conditions will be governed by English laws and any dispute between you and us will be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 29.3 Nothing in these Terms and Conditions will reduce your legal rights including your rights relating to described Accounts or services, the fairness of Terms on which they are provided to you, and any rights you may have to close your Account or to claim compensation. For further information about your legal rights contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.