

**INDIA BANKING SERVICE****Terms and Conditions (effective from January 28, 2013)**

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## Introduction

These Terms and Conditions apply to the India Banking Service provided to you, the customer by ICICI Bank UK PLC. These Terms and Conditions should be read in conjunction with our Website Terms of Use, Privacy Policy, and Internet Banking Terms and Conditions provided on the Website.

If there is any inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, these Terms and Conditions relating to India Banking Service will take priority and apply.

For your own benefit and protection you should read these Terms and Conditions carefully and keep a copy for your records. If you do not understand any of the terms or conditions, please contact us for further information. These Terms and Conditions are also available on our website [www.icicibank.co.uk](http://www.icicibank.co.uk).

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 Ltd. which is regulated and authorized to take deposits in India by the Reserve Bank of India. ICICI Bank Limited, India is incorporated in India and regulated by the Reserve Bank of India ("RBI") and maintains its corporate office in Mumbai, India. Products and services offered by ICICI Bank are not authorised and regulated by the Financial Services Authority (FSA). Hence, the rules made under the Financial Services and Markets Act 2000 for the protection of customers do not apply to NR Accounts. In addition, no protection is available to NR Accounts under the Financial Services Compensation Scheme (FSCS).

## 1. Definitions

In these Terms and Conditions:

**"Account"** means a current account you hold, individually or jointly, with us.

**"NR Account"** means any of the following accounts that you may hold, individually or jointly, with ICICI Bank Ltd, India: NRE Savings Account, NRO Savings Account, NRE Fixed Deposit Account, NRO Fixed Deposit Account, NRE Recurring Deposit Account, NRO Recurring Deposit Account and FCNR Fixed Deposit Account.

**"Business Days"** means, in the United Kingdom, Monday to Friday, except public holidays.

**"Internet Banking User ID"** means the nine digit identification number we give you which enables you to use our Internet Banking Service.

**"Password"** means the password issued to you by us or selected by you at the time of account opening, if applicable, and changed subsequently by you to access the Internet Banking Service.

**"Internet Banking Service"** means the service offered by us to you through which you can manage your Account online. The service may be provided by us or through our associates or contracted service providers.

**"India Banking service"** or **"the Service"** means the service offered by us to you through which you can link your Account and the NR Account. Using this service you can view details, balance and mini statement of your NR Account while being logged into the Internet Banking service of ICICI Bank UK PLC.

**"Terms and Conditions"** means these Terms and Conditions which apply to the use of the Service.

**"You" and "Your"** means the person(s) registered for this Service. If you have a joint Account, references to "you" include each of you together and separately unless otherwise stated.

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

**"We", "Us" and "Our"** means ICICI Bank UK PLC.

## **2. Your responsibilities**

- 2.1 To use the Service you must have access to the internet.
- 2.2 You should not leave the device you are using to access the Service unattended while you are logged on to our Website. You should log off the Service at the end of each session. For your security, the session gets timed out if left idle for 10 minutes after logging in.
- 2.3 You must tell us immediately if you suspect that someone else knows your Password, there is any unauthorised access to the Service, any unauthorised transaction or instruction from your Account has taken place. You can call us on 08081 31 41 51 (freephone from UK landlines). When using the Service for the first time you must immediately change the Password issued by us to one you have not used before. You must assist us and the police in our efforts to recover any losses incurred. We may disclose information about you or your Account if required to do so by law.
- 2.4 You must ensure that the Service is used strictly as per the Terms and Conditions and is not used for any illegal purposes.
- 2.5 The Service can only be used through the Internet Banking Service offered by us. Therefore, for your own benefit and protection you should read and understand the Internet Banking, and other, terms and conditions mentioned above.

### **3. Records and transaction terms**

- 3.1 The information provided to you through the Service is not updated continuously but at regular intervals. Consequently, any information supplied to you through the Service is correct at the date and time it was last updated which is not necessarily the date and time you are logged in.
- 3.2 We may keep records of your transactions for training, quality and security purposes.
- 3.3 Any instruction for us to carry out a transaction, offered as a part of the Service, will be executed when we receive it. If any instruction cannot be executed until the required documentation is completed then we shall act on the request only after we have received such documents from you.

### **4. Linking your account**

- 4.1 To use the Service you must have a valid Account with a valid e-mail address and an NR Account.
- 4.2 In order to link the two accounts you will need to give us instructions through the India Banking Service page on our Internet Banking Service.
- 4.3 We will act on your instructions once it has been submitted successfully and will take up to three (3) Business Days to link your accounts.
- 4.4 At the time of giving instructions, we will ask you for certain information for authentication. We will not request any sensitive information, e.g. password for India Banking Service.
- 4.5 We will not be able to link your accounts under the following circumstances:
  - 4.5.1 If the account held by you with ICICI Bank Ltd, India does not qualify as an NR Account, as defined above.
  - 4.5.2 If we do not have a valid e-mail address for your Account. You can update the e-mail address for your Account by either calling us on 08081 31 41 51 (freephone from UK landlines) or by sending a request through our Internet Banking Service.
  - 4.5.3 If you have a joint NR Account or a joint account under the same customer ID, we will not be able to link if the mode of operation for either of the above accounts is "Jointly".
  - 4.5.4 If your NR Account status is either dormant or inactive.
- 4.6 You will only be able to link one customer ID at a time.

- 4.7 Once linked, you will only be able to see the savings and deposit accounts, for the customer ID to which the NR Account belongs, within the Internet Banking Service of ICICI Bank UK PLC.
- 4.8 You will only be able to view the account balance, mini statement, account status and account details of your linked NR Account. You will not be able carry out any transactions on your NR Account using this service.

## **5. De-linking your account**

- 5.1 You can de-link your linked NR Account(s) by instructing us through the India Banking Service page on our Internet Banking Service.
- 5.2 We will act on your instructions once it has been submitted successfully and will take up to three (3) Business Days to de-link your accounts.

## **6. Authority to provide the service**

You hereby authorise:

- 6.1 ICICI Bank UK PLC to request NR account details from ICICI Bank Ltd, India.
- 6.2 ICICI Bank Ltd, India to provide the NR account details to ICICI Bank UK PLC.

## **7. Instructions**

- 7.1 All instructions for the Service shall be given by you through a computer or any other device and can also be through a medium made available to you by us.
- 7.2 If we consider an instruction to be inconsistent or contradictory, we may seek clarification from you before acting on it.
- 7.3 We will take reasonable care to ensure that there is no interruption in the Service provided to you. The Service may not be available to you occasionally for example when we carry out maintenance or updates. In instances where we know that access to the Service may be interrupted, we will do our best to notify you in advance.
- 7.4 We may refuse to act on any instruction if there are grounds to believe that it would be unlawful to do so, or it is to be performed at a future date or is subject to the happening of a certain event.
- 7.5 The Service is currently available to only HomeVantage Current Account holder. We will inform you as and when the Service is extended to other Accounts.

## **8. Liability**

- 8.1 We will take reasonable steps to ensure that email and other transmissions being exchanged over the internet remain confidential and are not interfered with.

However, we cannot guarantee the privacy, confidentiality or non interference of any information being exchanged over the internet while using our Internet Banking Service.

- 8.2 It shall be our endeavor to carry out your instructions promptly. However, we shall not be responsible for any loss or damage suffered due to any delay or failure in carrying out the instructions for any reason beyond our control such as war, riots (or threats of war, riots), Governmental or Court orders.
- 8.3 We will make reasonable efforts to inform you, through the Service or the Website, in case the Service is not available.
- 8.4 For your protection, we will not store any details of your NR Account on our systems. We will therefore not be responsible for any inaccuracies displayed on your NR Account as part of this service. For queries or complaints relating to your NR Accounts, you will need to contact ICICI Bank Ltd, India. Please visit [www.icicibank.com](http://www.icicibank.com) for contact details.

## **9. Changes to these Terms and Condition**

- 9.1 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 may modify it to make it simple and clear without altering the meaning.
- 9.2 We will notify you of any such changes covered under condition 9.1 including changes to charges which are to your disadvantage, by sending you personal notice (sent electronically) at least two (2) months in advance of the change. If you are dissatisfied with the changes, you have the right to terminate the use of the Internet Banking Service, and/or to switch or close your Account without loss of interest or any additional charges.
- 9.3 We will notify you of changes covered under condition 9.1, including changes to charges, which are to your advantage, by sending a personal notice (sent electronically) within thirty (30) days of making such change.
- 9.4 If any major change is made, or many minor changes are made in one (1) year, we will provide you a copy of the new Terms and Conditions or a summary of the changes. The updated Terms and Conditions will also be uploaded on our Website [www.icicibank.co.uk](http://www.icicibank.co.uk).

## **10. Termination of the Service**

- 10.1 This Service will be terminated when the Account is closed. You will remain responsible for any transactions made through the Service until the time of such termination.

## **11. Applicable law**

11.1 These Terms and Conditions are governed by English law and any dispute between you and us will be subject to the non-exclusive jurisdiction of the courts of England and Wales

## **12. Applicability of future accounts**

12.1 If you open any further Accounts or NR Accounts and use the Service in respect of such accounts, then these Terms and Conditions will apply to such further use of the Service by you.

## **13. Proprietary Rights**

13.1 We will tell you, from time to time, about any internet software which may be required to use the Service. We may not support particular versions of the internet software. The software of the Service as well as other internet related software(s) which are required to access the Service are the legal property of respective vendors. The permission given by us to access the Service does not convey any proprietary or ownership rights in such software. You shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software for the Service or create any derivative product based on this software.

## **14. Complaints**

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

Write to us at: Customer Relations, ICICI BankUKPlc, 2nd Floor, One Thomas More Square, London, E1W1YN

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

Telephone: Customer Service Centre on 08081 31 4151

(free phone from UK landlines) 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 email or post). Within two (2) Business Days of receiving your complaint, we will send you a written acknowledgment. Within four (4) 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 (8) 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 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 MarshWall, 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)