



To learn more, contact us at:

☎ 08081 31 41 51 (freephone)

Calls are free from a UK landline but may be charged from a mobile.

🌐 www.icicibank.co.uk

✉ ukservice@icicibank.com

🏠 Visit our branches at:

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2- 4 Station Street - East, **Coventry** CV6 5FJ
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293, Roundhay Road, **Leeds**, Yorkshire LS8 4HN
1 St Michael's Avenue, **Leicester** LE4 7AH
21 Knightsbridge, **London** SW1X 7LY
25/31 Cheetham Hill Road, **Manchester** M4 4FY
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Ver 1.5 May 2010

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Terms and Conditions

Effective from November 1, 2009

Debit Card



Back

Cover

OUR RELATIONSHIP WITH YOU

These Terms and Conditions apply to the use by you, the customer, of the debit card service provided by us, ICICI Bank UK PLC. They, together with our Personal Banking Terms and Conditions, Internet Banking Terms and Conditions and the terms on the account opening form(s), are a contract between you and us. If there is a difference, these Terms and Conditions will prevail. Your use of the Debit Card service will indicate your acceptance of these Terms and Conditions. Please read these Terms and Conditions carefully and store them in a safe place as they outline the basis of our contract with you. We suggest that you print off a copy of these Terms and Conditions for your records. These Terms and Conditions replace all earlier terms and conditions applicable to our Debit Card service.

1. DEFINITIONS

The following words and phrases shall have the meanings as set out below unless the context indicates otherwise:

- a) Account/s means your current account linked to your Card which is debited for all the transactions you carry out using the Card.
- b) Account Statement means a monthly statement of account sent by us to you setting out all Transactions carried out on a monthly basis and the balance in the Account as on that date, together with any other relevant information as we deem fit to include.
- c) ATM /Cash Machine means any of our Automated Teller Machine (ATM) whether in the United Kingdom or overseas, or a specified Shared Network, from which you can use your Card to withdraw funds from the Account and access your Account balances.
- d) Card means a valid ICICI Bank Debit Card issued to you with your current account.
- e) Terms and Conditions means these terms and conditions (as amended from time to time) which apply to the use of the Service.
- f) Charge slip means the charge slip generated by a POS (Point of Sales) terminal at the time of a Transaction. It contains details of the Card, amount, date and time of the Transaction and your signature.
- g) Customer Service means our freephone number that will be available to you 24X7.
- h) International Transactions means any Transaction carried out by you with the Card outside the UK.
- i) Merchant means any person who owns, manages or operates a Merchant Establishment.
- j) Merchant Establishment means commercial establishments and retailers wherever located, that display the VISA logo as shown on the Card and/or any other logo that we advise you from time to time.
- k) PIN means the personal identification number allocated to you by us or as amended by you, through which you can access funds in your account by using the Card in a Cash Machine and/or POS Terminals.
- l) In case you hold multiple accounts with us, the primary account means the account linked to the Card and the account which is debited for all transactions.
- m) Shared Network means VISA networks that shall honour the Card.
- n) Service means the Debit Card service offered by us to you through which you may withdraw cash through ATM or make payments and give us instructions relating to Account(s) you hold with us. The Service may be provided by us or through our associates or contracted service providers.
- o) Transaction(s) means any instruction given by you using a card, directly or indirectly, to us to effect a payment or to withdraw cash using the Card, card number or PIN, but not including payments made by cheque, using the Card as a mode of guarantee.
- p) Valid Charge means a charge incurred by the

Cardholder for purchase of goods or services using the Card or any other charge as may be levied by us from time to time in connection with the operation of the Card (including all charges levied by VISA from time to time).

- q) VISA Regulations means the guidelines issued by VISA to all member banks within its network from time to time. "VISA" means a mark owned by VISA International.
- r) We/us/our/Bank means ICICI Bank UK PLC (company number 04663024). ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority (registration number: 223268) in the United Kingdom and has its registered office at One Thomas More Square, London E1W 1YN. We/the Bank are the issuers of the Card and this includes our successors in title and permitted assigns.
- s) Working Day means any day other than a Saturday, Sunday and bank holidays in England and Wales. In this document, words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies, corporate or unincorporated.
- t) You mean the holder of an Account and in case of joint account the joint account holder to whom the Card has been issued for use in accordance with these Terms and Conditions.

2. GENERAL

- 2.1 We will only send you a card if you ask for one or to replace a card already held. We may ask you to activate any new/replacement card you receive from us before you can use it.
- 2.2 We may change any of the Terms and Conditions including our charges and may introduce changes to our service anytime. Changes will be as per market conditions, the cost of providing a service to you, legal or other requirements, or any

other good reason. We will tell you about any changes by:

- advising you personally (including by statement messages or secure email); or
- displaying notice in our branches ; or
- displaying on our website

If we make a change which is to your disadvantage, we will advise you personally at least 60 days before we make it. At any time up to 60 days from the date we advise you, that you may without notice to us, close or switch your account without paying any extra charges. We may make any change that is not to your disadvantage immediately and tell you about them within 30 days of the change. If any major change is made, or many minor changes in one year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

3. VALIDITY

- 3.1 The Card is valid for use at all ATMs and Merchant Establishments.
- 3.2 The Card is valid for an initial period of two years till the last working day of the month indicated on the card. We will reissue a new card to you on expiry of your existing card. There will be no charge for reissuance of card.
- 3.3 In the event that the Card is damaged within the two year period specified above, it will be replaced by us free of cost. If your Card is lost or stolen, the Card will be replaced free of cost.

4. BENEFITS OF CARD

- 4.1 Subject to the Terms & Conditions 4.2, 4.3 & 4.4 below, you can withdraw cash and make payments at Merchant Establishments from your account.
- 4.2 You can use the Card for the purchase of goods or services (or both) either in person or remotely by telephone, fax, internet or mail order.

4.3 All transactions made by you using the Card outside the UK shall be charged to your Primary Current Account in the applicable currency, which shall then be converted into sterling at the current exchange rate on that date, together with any processing charges, conversion charges, fees (if any) charged as stipulated by us from time to time.

4.4 We will not be responsible for any changes to charges levied by the shared network or by any Merchant Establishment. Please refer to the section 9 for more details on applicable charges and transaction limits.

5. PROTECTING YOUR ACCOUNT

5.1 You must sign your Card on receipt with a ballpoint pen. You must keep the Card safe and not allow it to be used by any other person. You must not tell anyone your PIN, password or other security information. Never write down your PIN, password or other security information.

5.2 It is essential that you tell us as soon as you can if you suspect or discover that:

- your card has been lost or stolen; or
- someone else knows your PIN, password or other security information.

You should tell us by calling us on 08081 31 41 51 (freephone from UK landline). You may be asked to also confirm this in writing to ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX. We may use any notification you have given us as evidence in any enquiries carried out by the insurers or the police.

5.3 If we need to investigate a transaction on your account, you should cooperate with us and the police, if we need to involve them.

5.4 We recommend that you memorise your PIN and then destroy any record of it. Security of the PIN is very important. You must treat the PIN as confidential and non transferable.

5.5 You must notify us immediately and within thirteen months of receiving your statement of any unauthorised transactions appearing on your statement following the loss, theft or misuse of the card.

5.6 Additional security measures to keep your card and account safe:

- keep your debit card separate from your cheques
- not allow anyone else to have access to or use your card or PIN
- not disclose your PIN for mail order payments or when paying for goods and services over the telephone or through the internet
- comply with other advice given by us in these terms and conditions for using debit cards to make payments through the internet
- not tamper with the card
- destroy the PIN advice immediately after receipt
- never write down your PIN
- comply with all reasonable instructions we issue regarding keeping your card and PIN safe.

6. LIABILITY FOR UNAUTHORISED TRANSACTIONS

6.1 Unauthorised Transactions:

- If false or inaccurate information is provided by you and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - a. Checking details on applications for credit and credit related or other facilities
 - b. Managing credit and credit related accounts or facilities
 - c. Recovering debt

d. Checking details on proposals and claims for all types of insurance

e. Checking details of job applicants and employees

- Please contact us at ukcustomerservice@icicibank.com or call us on 08081 31 41 51 (freephone from UK landline) if you want to receive details of the relevant fraud prevention agencies.
- We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

6.2 While reporting fraud, you will ensure that the reporting of fraud and the statement provided by you is true and correct to the best of your knowledge and any false statements or false reporting of the fraud may result in prosecution. The reporting of fraud or any unauthorised transaction will also mean that you consent to provide all assistance to us or Police in regards to investigation of the disputed query. This may include additional information or records required by us or Police. This will also mean that you consent to furnishing the regulatory authorities with verbal and/or written statement which may be necessary if subsequent criminal proceedings take place.

6.3 By requesting us to make good the loss reported by you, you consent to the fact that any information related to the investigation of unauthorised transaction/reported fraud can be passed to the retailers, acquiring banks, regulatory authorities, group companies or any other agency involved in the investigation.

6.4 If you act fraudulently you will be responsible for all losses on the account as permissible under law. If you act without reasonable care, and this causes losses, you may be responsible for these losses.

6.5 Your liability for the misuse of the card, unless we can show that you have acted fraudulently or without reasonable care, will be limited to as follows:

- If someone else uses your card before you tell us it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is £50;
- If someone else uses your card details without your permission and your card has not been lost or stolen, you will not have to pay anything;
- If someone else uses your card details without your permission for a transaction where the cardholder does not need to be present, you will not have to pay anything;
- If your card is used before you have received it, you will not have to pay anything after you have notified us of the loss or theft of your card or security details in accordance with section 5.6.

7. APPLICABLE CHARGES AND TRANSACTION LIMITS

Annual fee for Debit Card	No charge
Transaction charges at Visa ATMs in UK and India	No charge
Balance enquiry at Visa ATMs in UK	No charge
Charge for damaged card reissuance before expiry	£10
International charge (Other than UK & India)	1.25% of the Value of the Transaction
Maximum limit for use at Merchant Establishments per 24 hrs	£750
Maximum cash withdrawal at ATM per 24 hrs	£300
Cash withdrawal charges at worldwide Visa ATMs (Other than UK and India)	Conversion charge of 2.75% of the value of the transaction

Maximum Withdrawal Limits per day at merchant establishments and ATMs are on a 24 hour rolling basis. For example, if you withdraw £300 from an ATM at 23:00 hrs on day1, you will be able to withdraw subsequent cash from the cash machine only after 23:00 hrs on Day 2.

We do not offer cash back facility on our debit cards.

8. PERSONAL IDENTIFICATION NUMBER (PIN)

- 8.1 To enable you to use the Card a PIN will be issued to you. This PIN may subsequently be changed by you at any shared network ATM.
- 8.2 You shall ensure that you do not reveal this PIN to anyone and you take all precautions to prevent anyone else from seeing your PIN while using an ATM or POS terminal. We recommend you to memorise your PIN and then destroy any record of it.
- 8.3 The security of the PIN is very important. If you fail to observe the security requirements mentioned in 'Protection of Cards and PIN' section, you may be held liable for all losses incurred as a direct result of any unauthorised use of the Card (as detailed in the section headed Liability).
- 8.4 Any transactions made by using the Card or the PIN whether together or independently, shall be deemed to be carried out by you and we shall be entitled to assume the same unless otherwise notified by you as outlined in section 5.
- 8.5 PIN cannot be changed in locations outside the United Kingdom.

9. TRANSACTIONS

- 9.1 You may discontinue use of the Card at any time by providing us with a notice of 30 days and return the Card by cutting it into two diagonally.
- 9.2 You shall be liable for all valid charges incurred until such time we receive notice of the termination.
- 9.3 We shall be entitled to discontinue this facility at any time by cancelling the Card with or without assigning any reason whatsoever by giving you 60 days advance notice, posted to your address in the UK as last notified to us in writing.

10. USAGE GUIDELINES

- 10.1 You shall ensure that the Card is kept at a safe

place at all times and shall under no circumstances allow the Card to be used by any other individual.

- 10.2 The Card is our property and if requested must be returned in person to an identified officer or sent to us by first class post.
- 10.3 You will be responsible for the manner in which the Account and the Card are used and for all valid charges. Accordingly you shall act in good faith in all your dealing with us.
- 10.4 The type of transactions offered by shared network ATMs may differ from those offered by an ATM.
- 10.5 Transactions carried out by you at an ATM managed by the shared network shall be limited to cash withdrawals, balance enquiries and changes of PIN.
- 10.6 We reserve the right to change the types of transactions that can be carried out at an ATM managed by the shared network. If we do so, we shall inform you 60 days in advance.
- 10.7 All communication with us should be addressed to ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX.

11. DEBITS TO ACCOUNT

- 11.1 We will debit your current account linked to the Card with the value of all transactions carried out by you and all valid charges as applicable from time to time.
- 11.2 All transactions and valid charges will be detailed in the account statement.

12. STATEMENTS AND RECORDS

- 12.1 We recommend that you carefully examine the entries in any statement sent to you. If there is an entry which seems to be wrong, you should tell

us immediately and within thirteen months of receiving the statement so that we can verify these details.

- 12.2 We will provide you with a statement every month.
- 12.3 We shall provide you with duplicate statements upon request subject to a charge. Ordinarily, duplicate statements can only be issued for periods not earlier than 36 months from the date of request. You can learn about the charges by calling our customer service, inquiring at any of our branches, viewing the rate and charges leaflets available at the branches or through our website.
- 12.4 Your statements will show all amounts added to or taken from your account since the previous statement.
- 12.5 We may put messages on the statement about changes, new and existing products and services.
- 12.6 To ensure the safety of your interests, we may record on camera or on videotape, at our discretion, the access to and the presence of any person using the Card at an ATM or POS terminal.
- 12.7 All records maintained by us, in electronic or documentary form of the instructions and other information (including but not limited to payments made or received) given by you in accordance with these Terms and Conditions, and all camera and video recordings made as mentioned above shall be deemed to be conclusive evidence of such instructions and information against you, unless you can prove otherwise.

13. USE OF THE CARD AT AN ATM

- 13.1 The Card is to be used together with the PIN at all ATMs.
- 13.2 All transactions conducted with use of the PIN will be your responsibility. When you complete a transaction through an ATM, you can opt to receive a printed record of that transaction.
- 13.3 You can also get information regarding funds available to you by calling our customer service.

13.4 You are advised to retain records of all transactions carried out.

13.5 We shall specify a daily limit in respect of withdrawals of cash and purchases made using the Card which should not be exceeded by you at anytime irrespective of the balance of your account. We may alter this limit from time to time by giving you an advance notice of 60 days.

13.6 You agree not to use the Card to carry out transactions unless sufficient funds are available in the account. Any dispute in respect of a shared network ATM transaction will be governed by the VISA regulations. We do not accept responsibility for any dealings you may have with shared networks. Should you have any complaints concerning any shared network ATM, the matter should be resolved by you with the shared network and failure to do so will not relieve you from any obligations to us. In all such cases, you should notify us of the complaint immediately.

14. USE OF THE CARD AT MERCHANT ESTABLISHMENTS

14.1 The Card may be used to carry out transactions at all Merchant Establishments and POS Terminals. You must input your PIN Number on a Chip and PIN pad with the Merchant whenever the Card is used at a Merchant Establishment and should retain a copy of the receipt generated for your records. We may apply a temporary unauthorised overdraft to your account if we feel that it is necessary to ensure that it is in order. If we do so, we will apply interest at a gross rate of 14.75% on the overdraft amount and a fee of £20 for each 30 days. You will not be able to use your debit card for purposes relating to betting, gambling, lotteries and such other similar transactions at betting/gambling shops, establishments and over the internet.

14.2 Charge slip generated as a result of a transaction by you will be your liability, regardless of whether

the Charge slip has been signed by you or not or if the details on the Charge slip may be incorrect.

- 14.3 The amount of all transactions shall be debited from your Primary Account immediately.
- 14.4 We will not accept responsibility for any dealing you may have with the Merchant including but not limited to the supply of goods and services. Should you have any complaints concerning any Merchant Establishment, the matter should be resolved by you with the Merchant Establishment and failure to do so will not relieve him from any obligations to us. You should notify us of any such complaints immediately.
- 14.5 We accept no responsibility for any surcharge levied by any Merchant Establishment and debited to your account when a transaction is carried out.
- 14.6 Any valid charge or request for payment received from a Merchant Establishment by us shall be conclusive proof that the payment was properly incurred at the Merchant Establishment for the said amount by you using the Card, as specified in the request, except where the Card has been lost, stolen or fraudulently misused. In such cases, it is the card holder's responsibility of providing the proof of the card being lost, stolen or fraudulently misused.
- 14.7 Any refunds to your account as a result of a transaction will only be made once we receive an acceptable refund voucher. You are advised to retain any refund vouchers you receive from the Merchant Establishment in case the vouchers need to be referred to us.
- 14.8 Any refunds from the merchant establishment to whom you have paid with your debit card, will be credited to your current account once the refund is received by us/the Bank.
- 14.9 The Card cannot be used to secure prepaid

services or services that require an advance payment, without specification of the actual amount to be incurred by you.

- 14.10 The Card can be used for transactions made by mail order, telephone or on the internet.
- 14.11 Once your purchase or any other payment with your debit card has been completed, you cannot cancel the purchase or the payment except in the case of dispute or chargeback.
- 14.12 Your debit card cannot be used at places where pre-blocking of limits is required. This means, that a merchant will not be able to block a limit on your card and subsequently adjust it against the actual bill amount. Typical examples include hotels.

15. INTERNATIONAL TRANSACTIONS

The issue and use of Card will be subject to the current Financial Services Authority Regulations. Foreign currency transactions are permitted only if there are sufficient sterling funds in the account at the time of entering into the transaction. If sufficient funds are not available, the transaction will be declined. International transactions are subject to charges as mentioned in the rates and charges leaflet.

16. EXCLUSION FROM LIABILITY

- 16.1 Without prejudice to the above, we shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly out of:
- 16.1.1 Any defect in quality of goods or services supplied;
- 16.1.2 The refusal of any person to honour or accept the Card;
- 16.1.3 The malfunction of any POS Terminal or ATM;
- 16.1.4 Honouring transactions carried out by someone other than you;
- 16.1.5 Failure by us to honour any transaction for reasons beyond reasonable control (for

example, industrial action or failure of power supply or equipment);

16.1.6 The exercise of the right to terminate the Card by us.

16.1.7 Any injury to your credit character and reputation caused by the repossession of the Card and or any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.

16.2 Should we receive any process, summons, order, injunction, execution, restraint, levy, lien, information or notice which we in good faith believe calls into question your ability of someone purporting to be authorised by you to use the Card. We may at our discretion and without liability to you or any other person decline to allow you to operate your account and may pay such funds over to an appropriate authority and take other steps, as required to comply with the applicable laws or a valid order of a court of law.

16.3 We reserve the right to deduct from your account a reasonable service charge and any expenses incurred due to a legal action involving your Card. This is applicable only in the following scenarios:

16.3.1 When the investigation was initiated by you and you were proven to be at fault.

16.3.2 Any investigation arising from Anti-Money Laundering laws.

16.4 Nothing in these terms and conditions shall affect our right to set-off, transfer or application of monies at law or pursuant to any other agreement from time to time as shall exist between us and cardholder.

16.5 The Personal Banking Terms and Conditions implied by the English law will also apply to our relationship with you unless we have amended or varied any such Term or Condition specifically within these Terms and Conditions.

17. ADDITION/WITHDRAWAL OF FACILITIES

17.1 We may, at our discretion, make available to you more services on the Card, ATMs, POS Terminals and/or other devices through shared networks for your convenience and use.

17.2 All valid charges incurred by you as a result of any additional services offered by us, as specified above, shall be deducted from your account as applicable from time to time. If you wish not to avail of these services you can write to us.

18. OVERDRAWN ACCOUNTS

18.1 In case of accounts classified as overdrawn accounts you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn a fixed penalty will be levied in addition to any interest charged on daily basis on the debit balance in the account. Please refer to the rates and charges leaflet for details on penalty and charges.

18.2 In the event of an account being overdrawn due to transactions, we reserve the right to set off this amount against any credit lying in any of your other accounts, including your joint accounts, without giving you notice. If we do so, we will tell you as soon as possible.

19. CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing the transfers; (b) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (c) in order to comply with a government agency or court orders; or (d) if you give us your written permission.

20. NOTIFICATION OF CHANGES

You must notify us of any change in your contact details provided to us. Proof of posting to your

last known address shall be conclusive proof of the notification by post, even if the notification is returned through post as undelivered. We may also give you a notice by posting a message in your Account statement.

In order to help us serve you better, kindly let us know whenever you change any of your contact details viz.

- Name
- Address
- Phone Number
- Email ID

21. GOVERNING LAW

The Terms and Conditions specified herein will be governed by and construed in accordance with English laws.

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