



To learn more, contact us at:

 08081 31 41 51 (freephone)

 [ukservice@icicibank.com](mailto:ukservice@icicibank.com)

 [www.icicibank.co.uk](http://www.icicibank.co.uk)

 Visit our branches at:

43 - 45 Colmore Row, City, **Birmingham** B3 2BS

2 - 4 Station Street - East, **Coventry** CV6 5FJ

291, High Street North, Manor Park, **East Ham** E12 6SL

29 College Road, **Harrow**, Middlesex HA1 1BA

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

102, The Village, High Street, **Slough** SL1 1HP

45 South Road, **Southall**, Middlesex UB1 1SW

47 Ealing Road, **Wembley** HA0 4BA

Ver 1.5 September 2009

## Terms and Conditions

Effective from November 1, 2009

## Internet Banking

Issued and Approved for the purpose of Section 21 of the Financial Services and Markets Act, 2000 by ICICI Bank UK PLC (Company No. 04663024) having its registered office at One Thomas More Square, 5 Thomas More Street, London E1W 1YN. ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority (registration number: 223268). It is subject to the laws of England and Wales. ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited. ICICI Bank Limited is regulated and authorised to take deposits in India by the Reserve Bank of India. Terms and Conditions apply.

All ICICI Bank logos and trademarks are the property of ICICI Bank Limited.



### Introduction

These Terms and Conditions are for the internet banking service provided by us, ICICI Bank UK PLC to you, the customer. They, together with our Personal Banking Terms and Conditions, HiSAVE Savings Account and HiSAVE Fixed Rate Account Terms and Conditions (if applicable) and the terms on the account opening form, are a contract between you and us. For your own benefit and protection you should read these Terms and Conditions carefully before applying for our products and services. If you do not understand any of the Terms or Conditions, please contact us on freephone 08081 31 41 51 for further information.

Your use of the internet banking service will indicate your acceptance of these Terms and Conditions. This will also be treated as a request to add other Account(s) to the internet banking service provided by us to you.

These Terms and Conditions replace all earlier terms applicable to our internet banking service. The accounts and products you may access through our internet banking service have their own terms and conditions. If there is a difference, these Terms and Conditions will prevail. We suggest that you print off a copy of these Terms and Conditions for your records.

### 1. Definitions

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

"Account(s)" means any bank account you hold with us. If you hold more than one Account with us, one of those Accounts shall be designated as the Primary Account and all other Accounts, if any, shall be referred to as Secondary Account(s).

"Internet Banking User ID" means an identification number issued to you, used to access the Service.

"Password" refers to the password issued to you by us or generated by you at the time of application, to access the Service and which may be changed by you from time to time.

"Personal Information" refers to the information provided by you to us.

"Service" means the internet banking service offered by us to you through which you may access information 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.

"Terms and Conditions" means these terms and conditions (as amended from time to time) which apply to the use of the Service.

"You" means banking customer, the holder of an Account who has requested to use the Service.

"Website" refers to the website owned, established and maintained by us; located at [www.icicibank.co.uk](http://www.icicibank.co.uk)

"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, 5 Thomas More Street, London E1W 1YN.

### 2. Your duties

2.1 To access the Service you need to have legal and valid access to the internet. When you login to your Account for the first time with either your chosen Password or the one that we sent you, you will be prompted to change the same. This is to maintain security of your own Account. We strongly

recommend that you change your Password at this stage.

- 2.2 For current account customers, we will issue you a Password which you have to change when accessing the Service the first time.
- 2.3 For HiSAVE customers, you can login either using the Password generated by you at the time of application or the Password sent to you by us.
- 2.4 You agree to keep your Password and Internet Banking log in User ID secure and secret at all times and to take steps to prevent unauthorised use of them, including the following:
  - 2.4.1 never write or otherwise record the Password in a way that can be understood by someone else;
  - 2.4.2 never reveal the Password or Internet Banking User ID to someone else including our staff;
  - 2.4.3 destroy any advice from us concerning your Password immediately after receipt;
  - 2.4.4 avoid using a Password that may be easy to guess;
  - 2.4.5 never record the Password or Internet Banking User ID on any software which retains it automatically;
  - 2.4.6 keep your Internet Banking User ID in a safe place at all times; and
  - 2.4.7 treat emails you receive with caution and be wary of emails or calls asking you to reveal any personal security details. Neither we nor the police will ever contact you to ask for your Internet Banking User ID or Password.
  - 2.4.8 For further information, visit [www.banksafe.org.uk](http://www.banksafe.org.uk)
- 2.5 Once you have logged on to the Service, you must not leave the terminal or other device from which you have accessed the Service at any time or let anyone else use it until you have logged off from the

Service. You will be responsible for ensuring that you have logged off the Service at the end of each session.

- 2.6 You must tell us immediately of any unauthorised access to the Service or unauthorised transaction or instruction in your Account which you know or suspect, or if you suspect that someone else knows your Password. You can call us 24x7 at 08081 31 41 51. Calls may be recorded or monitored. You must also change your Password immediately to one you have not used before. You must assist us and the police in our efforts to recover any losses. We may disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.
- 2.7 You shall ensure that the Service or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms and Conditions.

### 3. Unauthorised Access

- 3.1 You shall take all reasonable precautions to prevent unauthorised or illegal use of the Service. We shall take all reasonable care to ensure the security of and to prevent unauthorised access to the Service.
- 3.2 We will refund you the amount of any transaction carried out in accordance with any instruction where your Password has been used without your authority, other than in circumstances set out in condition 3.3 below. If we are liable for any unauthorised transaction, we will credit your Account with any money lost up to the amount of the transaction and any related interest and charges. We will have no further liability to you.
- 3.3 You will be responsible for all losses to the extent permissible by law including the amount of any

transaction carried out if you have acted, without reasonable care or with gross negligence, so as to facilitate that unauthorised transaction, or if you have acted fraudulently. For the purposes of this condition 3.3, acting without reasonable care may include failure to observe any of your duties referred to in condition 2 above.

- 3.4 Once you have notified us without undue delay and in no event later than 13 months, of any unauthorised access to the Service or of any unauthorised transactions or in case you suspect that someone else knows your Password, you will no longer be responsible for any unauthorised instructions carried out after we have had reasonable time to suspend the Service in respect of your Account(s) unless we can show that you have acted fraudulently or without reasonable care.

#### **4. Internet Banking Password**

- 4.1 If you forget your Password, you can request for a new Password by placing a request 24x7 at freephone 08081 31 41 51. You can also login to your Account online at [www.icicibank.co.uk](http://www.icicibank.co.uk) and click on the link 'Forgot Password'. Complete the online form and submit it.

Branch Banking Customers can also place a written request for new Password at the nearest branch or can send the request to ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX.

If you have placed a request for a new Password and are waiting for it to arrive, we request you not to use your old Password as this will block the new Password.

- 4.2 If you do not login to your Account through internet banking for a successive period of 6 months, your Password will expire. In such a case, please call us

24x7 on freephone 08081 31 41 51 to place a request for new Password. You may also request for the Password online using the 'Forgot Password' option on the login screen of our Internet banking Service.

#### **5. Internet Banking Records and Transaction Terms**

- 5.1 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 at the date and time it is supplied to you. We shall not be liable for any loss that you may suffer by relying on or acting on such information.
- 5.2 We may keep records of the transactions in any form we wish. In the event of any dispute, our records shall be conclusive evidence of the transactions carried out through the Service in the absence of clear proof that our records are wrong or incomplete.
- 5.3 Any instruction for us to carry out a transaction, offered as a part of the Service, shall be binding on you and us when we receive it. If any instruction cannot be executed until you complete certain documents then we shall not be required to act on the request until we receive such documentation from you. In case of any instruction to carry out a foreign currency transaction, the exchange rates quoted by us are provisional and are subject to future variations in the exchange rate. The rate, at which the transaction is given effect, would be the effective rate for all intents and purposes.

#### **6. Joint Accounts**

Joint accounts can be operated by more than one user and ICICI Bank UK shall act on the instruction received first if there are conflicting instructions

received from the other joint account holder/s. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

## **7. Charges**

7.1 We reserve the right to charge for providing the Service. We will give you 60 days' notice personally by post or electronic mail (email) or other means before we impose a charge or increase a charge. If you choose to continue to use the Service after we impose (or increase) a charge, you are authorising us to debit the charge to any Account of yours. Before we debit your Account we will give you at least 60 days' notice of the amount of the charge.

7.2 There may be other costs or taxes imposed by third parties in connection with the Service.

## **8. Funds Transfer through Internet Banking**

8.1 You are responsible for entering the correct account number on any funds transfer instruction. If you make a mistake whilst entering the information, to correct the information click on either "Clear" or delete the information and re-enter the correct account number.

8.2 You shall not use or attempt to use the Service to transfer funds unless you have sufficient funds in the Account or have an arrangement with us for the grant of a sufficient overdraft. We may specify from time to time a limit for carrying out certain fund transfers or other services through the Service.

8.3 We are not liable for any loss or damage caused by our failure to make a payment or for a late payment due to circumstances beyond our reasonable control.

8.4 The person receiving the money may have to pay the foreign bank's charges.

8.5 If you have access to funds transfer, we will upon your instructions transfer funds from your Account to other accounts belonging to third parties and maintained at the Bank and/or at any other bank which falls under the network of automated payments in the UK operated by BACS Payment Schemes Limited.

8.6 Also refer to clause 5.3 above regarding exchange rates.

## **9. Payee registration**

9.1 You need to add a payee to initiate funds transfer to them through Internet banking. To add a payee, you need to follow the below process;

- Complete the details of your payee in your Account
- Once we receive your payee registration request, we will send a unique reference number (URN) by text message to your mobile number.
- To confirm the payee, you will need to enter the URN in your Account within 24 hours of the payee registration request.
- You can then start transferring funds to your payee.

In case you have not registered your mobile number with us, follow the steps to add the payee and to confirm your payee call us 24x7 on freephone 08081 31 41 51. We will ask you to authenticate yourself before confirming the payee registration.

9.2 Please note that you can delete a previously registered payee directly from your Account online and no URN will be generated for this. Further, for making a modification in the details of Account number/sort code of a previously registered payee, you will have to first delete the existing payee and

then register the payee with the correct details. The process for registering the payee will be same as described in the above clause.

- 9.3 You will be responsible for updating your correct mobile number with us. We will only send the URN by text message on your mobile number registered with us .If you make a mistake in providing the mobile number to us, inform us immediately by calling on freephone 08081 31 41 51.
- 9.4 You will be responsible for entering the correct details of your payee in your Account. We are not liable for funds transferred to an account whose payee details have been registered by you. If you make a mistake in entering the payee details, you should immediately delete the registered payee and put in a fresh payee registration request.

## 10. Authority to the Bank for Internet Banking

- 10.1 You authorise us to access your Account(s) to effect banking or other transactions instructed by you.
- 10.2 We shall have no obligation to verify the authenticity of any instruction received or purported to have been received from you through the Service or purporting to have been sent by you other than by verification of the Internet Banking User ID and the Password.

## 11. Instructions

- 11.1 All instructions for the Service shall be given by you through a computer or any other medium made available to you by the Bank.
- 11.2 You are responsible for the accuracy and authenticity of any instructions given to us. If you notice an error in the information supplied to us either in the application form or in any other communication, you shall immediately advise us and we shall endeavour

to correct the error wherever possible on a "reasonable efforts" basis.

- 11.3 If we consider an instruction to be inconsistent or contradictory, we may seek clarification from you before acting on it.
- 11.4 We will make reasonable efforts to modify, not process or delay processing any instruction where you request us to do so, but we will not be liable for any failure to comply with your request unless it is due to our failure of not making reasonable efforts to do so.
- 11.5 We are not under any duty to assess the prudence or otherwise of any instruction(s) given to us by you.
- 11.6 We may suspend the Service for any reason (by providing you with a notice), such as maintenance or if we have reason to believe that your instructions will lead or expose us to direct or indirect loss. In such a case, we may request for an indemnity from you before continuing to operate the Service.
- 11.7 A transaction being carried out is not always simultaneous with an instruction being given. Some instructions may take time to process and may only be processed during normal banking hours even though the Service may be accessible outside such hours.
- 11.8 We may also refuse to act on any instruction if we believe that to carry out the instruction would be unlawful, or would result in the breach of a regulation, code or other duty which applies to us; or it is to be performed at a future date or is subject to the happening of a certain event.

Not all Accounts may be accessed under the Service. We will give you details of whether or not you can access the Service for your type of Account when you become our customer.

## 12. Liability of the user and ICICI Bank UK PLC

- 12.1 The use of the Website is at your sole risk.
- 12.2 We shall endeavour to carry out your instructions promptly; we shall not be responsible for any loss or damage suffered due to delay or failure in carrying out the instructions for any reason beyond our reasonable control, including failure of operational systems or due to any requirement of law.
- 12.3 We will use reasonable efforts to inform you without undue delay through the Service and/or the Website if any service is not available.
- 12.4 We are not liable to you for any loss or damage caused by any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them.
- 12.5 We do not ensure that access to the Website, the Service and any information provided shall be uninterrupted, timely, secure, or error free nor do we make any surety to the results that may be obtained from the Website or use, accuracy or reliability of the Service.
- 12.6 We are not be responsible for any loss or damage to your or that of a third party's data, software, computer, telecommunications or other equipment while using the Service.
- 12.7 We are not liable for the consequences arising out of inaccurate or incorrect information supplied by you.

## 13. Indemnity

You agree to indemnify us fully against all losses and damage incurred by us arising from your instructions or any breach of these terms and conditions by you, as permissible under law.

## 14. Disclosure of Information

Details of how we can process your information may be found in your Account opening form(s) and Personal Banking Terms and Conditions, HiSAVE Savings Account and HiSAVE Fixed Rate Account Terms and Conditions (if applicable).

## 15. Change of Terms

- 15.1 We may change these Terms and Conditions by sending you a message by email or post.
- 15.2 We will give you 60 days' notice of any change in these Terms and Conditions. In such a case, you may, without notice or paying any additional charge, terminate this contract within 60 days of us informing you of the change. You will not have to pay additional charges during this period.
- 15.3 If we have made a major change or a lot of minor changes, we will give you a copy of the new terms and conditions or a summary of the changes by email or post

## 16. Transferability

The grant of the Service to you is not transferable under any circumstance and shall be used only by you.

## 17. Termination of the Service

- 17.1 You may terminate the use of the Service by placing a request for closing your Account at any time by giving us 14 days' notice. Termination of your Account shall take effect only after you have given the request to us. You will remain responsible for any transactions made through the Service until the time of such termination.
- 17.2 We may withdraw or terminate the Service at anytime either entirely or with reference to a specific service or for a particular user by giving you 60 days notice.

## 18. Viruses

Due to the nature of the Service, we will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is caused solely or directly by our negligence or deliberate default.

## 19. Communication through electronic means

Documents sent by electronic means will contain all the information as printed hard copy version with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an attachment to an email, or in the form of download from the Website. We will be deemed to have fulfilled our legal obligation to deliver to the user any document if such document is sent via electronic means. If you fail to advise us of any difficulty in opening the document within 24 hours of receiving it, we shall consider this as an acceptance of the document.

## 20. Governing Law

These Terms and Conditions and/or the operation of the Account(s) shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

## 21. Applicability to Future Accounts

If you open any further Accounts with us in the future, these Terms and Conditions shall apply to all such Accounts or products or services and if you opt for the use of this Service, then the Terms shall automatically apply to such further use of the Service by you.

## 22. Proprietary Rights

We shall tell you, from time to time, about any

internet software which may be required to use the Service. There is no obligation on us to support all or any 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 the 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 belonging to the Service or create any derivative product based on this software.

## 23. Copyrights, Trademarks and Copying Materials

23.1 "ICICI" and our logo are our registered trademarks.

23.2 We have a license for, or own all copyrights for the Website(s) through which you access the Service and all trademarks and other materials used on it.

## 24. Unauthorized transactions

24.1 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

24.2 Law enforcement agencies may access and use this information.

24.3 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

24.3.1 Checking details on applications for credit and credit related or other facilities

24.3.2 Managing credit and credit related accounts or facilities

24.3.3 Recovering debt

24.3.4 Checking details on proposals and claims for all types of insurance



#### 24.3.5 Checking details of job applicants and employees

24.4 Please write to us at [ukcustomerservice@icicibank.com](mailto:ukcustomerservice@icicibank.com) or call us 24x7 on freephone 08081 31 41 51 if you want to receive details of the relevant fraud prevention agencies.

24.5 We and other organisations may access and use information recorded by fraud prevention agencies in other countries.

While reporting fraud under Section 1(1) of the Perjury Act 1911, 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 ICICI Bank UK PLC or Police in regards to investigation of the disputed query. This may include additional information or records required by ICICI Bank UK PLC 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.

By requesting the bank to make good the loss reported by the customer, the customer consents 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.

## 25. Complaints

The supply of the Service in the UK is subject to the regulation of the Financial Services Authority, and the Bank is authorised and regulated by the Financial Services Authority.

If you want to make a complaint please contact us promptly:

- Write to us at:  
Customer Relations,  
ICICI Bank UK PLC,  
5th Floor Alperton House,  
Wembley HA0 1EH
- Walk in to your nearest ICICI Bank branch and speak to a member of staff.
- Telephone: Customer Relations on freephone 080 81 31 4151 (24x7) 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 e-mail or post).

Within 5 working days of receiving your complaint, we will send you a written acknowledgement. Within 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 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 may have the right to ask the Financial Ombudsman Service to settle the complaint. You may contact:

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)