

## **MOBILE BANKING SERVICE**

### Terms and Conditions

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## Introduction

These Terms and Conditions ("**Terms and Conditions**") apply to the Mobile Banking Service provided to you, the customer of ICICI Bank UK PLC. These Terms and Conditions should be read in conjunction with the below terms and conditions.

- Website Terms of Use;
- Privacy Policy;
- Internet Banking Terms and Conditions,
- Personal Banking Terms and Conditions (for HVCA customers), and
- HiSAVE Terms and Conditions (for HiSAVE customers)

If there is any inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, these Terms and Conditions relating to Mobile 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 Conduct Authority and Prudential Regulation Authority (Registration Number: 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. 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 wholly 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 and maintains its corporate office in Mumbai, India. Products and services offered by ICICI Bank Limited are not authorised and regulated by the Financial Conduct Authority.

Important points that you should be particularly aware of:

### A) Security

You should make sure you keep your mobile telephone or tablet and the security details you use to log on to the Mobile Banking App, safe and secure.

You must let us know as soon as possible if these are lost or stolen. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile telephone or tablet and your security details safe.

### B) Charges

We do not charge for the Mobile Banking App. However, your mobile network operator may charge you to access the Mobile Banking App and these charges may vary if you access the application when you are abroad. You are responsible for these charges.

### C) Suspension of Mobile Banking App

We can suspend the Mobile Banking App in a limited number of conditions, for example, for security

reasons or because we suspect the Mobile Banking App has been used fraudulently or in an unauthorised way. We will try to tell you in advance but may not always be able to do so.

#### D) Changing the Terms and Conditions

We can change these Terms and Conditions. For full terms and conditions about changes please see clause 10.

### 1. Definitions

In these Terms and Conditions:

**"Account"** means any bank account including current, savings, HiSAVE or HiSAVE Remittance account you hold with us.

**"Activation code"** means a one-time unique number generated at your request and delivered as a SMS to your registered mobile number;

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

**"Existing Beneficiaries for Domestic Transfers"** means the beneficiaries, within the UK, you have already registered using the Internet Banking Service;

**"Existing Beneficiaries for International Transfers"** means beneficiaries, for international money transfer to India, you have already registered using the Internet Banking Service;

**"Internet Banking Service"** means the service offered by us to you through the Website by which you can manage your Account online.

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

**"Mobile Banking Services"** means the services set out in Clause 5

**"Mobile Banking App"** means the software you download to use Mobile Banking Services;

**"Money Transfer"** means money transfer to Existing Beneficiaries for International Transfers;

**"Mobile Phone Number"** means the mobile number provided by you, registered in relation to an Account, for the purpose of availing the Mobile Banking Services;

**"M-PIN"** means the unique 6-digit mobile banking personal identification number selected by you at the time of activation and changed subsequently by you to access the Mobile Banking App which can be used on 2 mobile devices after following the registration process on both the mobile devices.

**"Payments"** means payments to Existing Beneficiaries for Domestic Transfers; **"Payer"** means the customer who holds a Bank Account with ICICI Bank UK PLC.

**"SMS"** means short messaging service, which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

**“Touch ID®/ Fingerprint Authentication”** means a feature on select mobile devices which have in-built fingerprint reading sensors allowing you to use your fingerprint as a passcode for logging into the Mobile Banking App.

**“Transfers”** means an internal transfer you make to one of your Accounts (including a joint account) or an external transfer to an account maintained with any other bank in the UK.

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

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

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

## **2. Your responsibilities while using the Mobile Banking App**

- 2.1 The Mobile Banking App may only be installed and used by customers of ICICI Bank UK PLC.
- 2.2 To use the Mobile Banking App you must have access to the internet. You must be registered for Internet Banking Services and Mobile Banking Services to be able to use the Mobile Banking App. The Mobile Banking App is compatible with iOS 8.0 or higher and Android 4.0 or higher mobile operating systems only.
- However, not all of our Internet Banking Services can be accessed using the Mobile Banking App (please see Clause 5 below for details of which parts of Internet Banking Service are available) and we recommend that you log on to the Internet Banking Service every 30 days or at least once every 6 months to prevent it from becoming inactive. If your Internet Banking becomes inactive for any reason then in order to use the Mobile Banking Services you must enable your Internet Banking Service.
- 2.3 You should not leave the device you are using to access the Mobile Banking Services unattended while you are logged on to the Mobile Banking App and you should log off the Mobile Banking Service at the end of each session. For your security, the session will be timed out if left idle for 1 minute after logging in.
- 2.4 After registration, you can log on to the Mobile Banking App with your M-PIN. We may notify you from time to time about changes in the security information we require.
- 2.5 While we make reasonable efforts to provide the Mobile Banking Services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts. This is including but not limited to, any phone network failures or, in the case of mobile networks any deficiency in the Mobile Banking Services arising due to limited area of mobile network coverage.
- 2.6 The functionality of the Mobile Banking App is dependent on the software installed on your mobile device and its hardware configuration and due to this we cannot make a representation or guarantee of the Mobile Banking App’s functionality. We cannot guarantee that no viruses will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

- 2.7 We are responsible for the Mobile Banking App and its content. Apple Inc., or Google Inc., do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.
- 2.8 Certain services, including the 'locate us', use information about your physical location sent from your mobile device (eg. GPS signals). If you use these services, you consent to us, our partners and licensees, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us to provide the relevant functionality in accordance with the Terms and Conditions, and Privacy Policy, of the Mobile Banking App. You will be asked to consent to the use of location services when you download the Mobile Banking App or, for iOS devices, the first time you use the 'locate us' tool. You may withdraw this consent at any time by turning off the location services on your mobile device.
- 2.9 You must tell us immediately if you suspect that someone else knows your M-PIN, there is any unauthorised access to the Mobile Banking Service, any unauthorized transaction or instruction from your Account has taken place. For more information, refer Clause 15 (Security)
- 2.10 You must ensure that the Mobile Banking Services are used strictly as per the Terms and Conditions and are not used for any illegal purposes.

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

- 3.1 The information provided to you through the Mobile Banking Service is not updated continuously but at regular intervals. Consequently, any information supplied to you through the Mobile Banking 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 Mobile Banking Service, will be executed when we receive it. If any instruction cannot be executed until the required documentation is complete then we shall act on the request only after we have received such documents from you.
- 3.4 We may send you alerts on the Mobile Banking App that inform you about an update or any new service offered by us.

### **4. Activation of Mobile Banking App**

- 4.1 You are required to complete an activation process which includes downloading the Mobile Banking App from the App Store®@(for Apple® devices) and from Google Play™@(for Android™@ devices). You will need to be online at all times when downloading or using the Mobile Banking App. Once the Mobile Banking App is downloaded and installed you can login using your existing Internet Banking User ID and password. You will receive an activation code on your registered mobile number as a text message and then you can set up the 6 digit M-PIN.
- 4.2 You will be required to have a valid mobile number registered with us and have enabled Personal internet banking in order to utilize the Mobile Banking Service.
- 4.3 You will be allowed to register the Mobile Banking App on up to 3 devices, including mobile phone or tablet.

## **5. Services available within the Mobile Banking App**

5.1 You can use the Mobile Banking App for the following:

- Check the balances on your Accounts;
- View up to the last 5 transactions on your Accounts (transactions under processing will not be shown and will only be reflected once successfully completed);
- Carry out Transfers between your Accounts which are displayed within the Mobile Banking App;
- Carry out Payments;
- Carry out Money Transfers In India & within UK

5.2 You must not use the Mobile Banking App for any other purpose.

## **6. Transaction using Mobile Banking App**

6.1 You can make a Transfer or Payment or Money Transfer using the Mobile Banking App once you are logged in. When you have provided your payment instructions you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions.

6.2 This will be your agreement for us to carry out the transaction. For further details about these types of payments please refer to the respective product terms and conditions available on our Website.

6.3 The consolidated limit for a Transfer, Payment and Money Transfer put together is £10,000 per day. Any payment above this amount has to be initiated using our Internet Banking Service or by visiting a branch.

## **7. Instructions**

7.1 All instructions for the Mobile Banking Service shall be given by you through a mobile device which supports iOS or Android operating systems.

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 Mobile Banking Service provided to you. The Mobile Banking 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 Mobile Banking 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 Mobile Banking Service is currently available to our personal account holders only. We will inform you as and when it is extended to other customers.

## **8. Things you must not do**

8.1 You must not copy or reproduce all or any part of the Mobile Banking App.

- 8.2 You must not alter, modify or adapt all or any part of the Mobile Banking App.
- 8.3 You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.
- 8.4 You must not carry out reverse engineering of the Mobile Banking App.

## **9. Liability**

- 9.1 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 Mobile Banking Service.
- 9.2 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.
- 9.3 We will make reasonable efforts to inform you, through the Mobile Banking Service or the Website, in case the Mobile Banking Service is not available.

## **10. Changes to the Terms and Conditions**

- 10.1 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.
- 10.2 We will notify you of any such changes covered under condition 10.1 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 Mobile Banking Service, and/or to switch or close your Account without loss of interest or any additional charges.
- 10.3 We will notify you of changes covered under condition 10.1, including changes to charges, which are to your advantage, by sending a personal notice (sent electronically) within thirty (30) days of making such change.
- 10.4 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.

## **11. Termination of the Service**

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

## **12. Applicable law**

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

## **13. Applicability of future accounts**

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

## **14. Proprietary Rights**

14.1 We will tell you, from time to time, about any internet software which may be required to use the Mobile Banking App. We may not support particular versions of the internet software. Any related software(s) which are required to access the Mobile Banking Services are the legal property of respective vendors. The permission given by us to access the Mobile Banking Services does not convey any proprietary or ownership rights in such software.

## **15. Security**

15.1 You must keep your mobile device secure and security details (like M-PIN, pin numbers, passwords) secret and take steps to prevent unauthorized or fraudulent use of them. You must close the Mobile banking app if you are not using it.

15.2 Such security measures include the following:

- Never write or otherwise record the M-PIN in a way that can be understood by someone else;
- Never reveal the M-PIN to someone else including our staff;
- Destroy any advice from us concerning your M-PIN immediately after receipt;
- Avoid using a M-PIN that may be easy to guess (which can include date of birth, a passcode, etc.)
- Never record the M-PIN on any software which creates automatic backups of data;
- Treat emails you receive with caution and be wary of emails or calls asking you to reveal your personal security details. We will never contact you to ask for your M- PIN.
- You can then enable Touch ID/ Fingerprint Authentication on the Mobile Banking App by switching on this feature in the Enable Touch ID section of the Mobile Banking App.
- If you have enabled Touch ID / Fingerprint Authentication on the Mobile Banking App, you should not save finger prints of anyone else on your mobile phone as these can be used by the Mobile Banking App.
- Taking precaution when using the mobile device in public area.
- When you change your mobile device, you should always delete the Mobile Banking App from the old mobile device.
- The Mobile Banking App timing out automatically after 60 second of inactivity.

15.3 You will have 3 chances to authenticate using your fingerprint and if your fingerprint is not recognised, you will then be asked to enter your 6-digit M-PIN. The access to your Account through the Mobile Banking App will be locked after three incorrect attempts and you will need to reset your details by calling our customer service centre on 0344 412 4444 (calls to this number



use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls).

- 15.4 If you are worried that your security details have been compromised, or if you have lost your phone, please contact our customer service centre immediately on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) to let us know.
- 15.5 You must ensure that the Mobile Banking Service is used as per these Terms and Conditions and is not used for any illegal or improper purposes.
- 15.6 If you are worried that your security details have been compromised, or if you have lost your phone or you suspect any unauthorized access to the Mobile Banking Service you must inform us immediately. You can call us on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). You must also change your M-PIN 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 (as permitted under law) if we believe it will help prevent or recover losses.
- 15.7 You must contact us immediately, if your device is lost or stolen, or if you suspect that anyone knows your security details. You are responsible for making sure information either stored or shown on your device is kept safe and secure. You must advise us if you change your mobile phone number or email address.

## 16. 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

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

Telephone: Customer Service Centre on 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or 02034785319 to inform us of your concerns.

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

We will arrange for the right person within the bank 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). In certain cases the responder may not be the same person who initially received your complaint but will be best equipped to help you.

We will send you an acknowledgement to let you know we have registered your complaint. We will aim to resolve your complaint within 3 business days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. If we do need more time, we will contact you to let you know. At latest, your complaint will be resolved within 8 weeks, and we will send you a final response letter which will detail our findings of our investigation. In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint you have the right to take your complaint to the

Financial Ombudsman Service. If you would like the Financial Ombudsman service to look into your complaint, you must contact them within six months of the date of the final responses. You can find out more about the Financial Ombudsman Service by asking for the FOS leaflet at any of our Branch or you can write to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: 0300 123 9 123 or 0800 023 4567

If you remain unhappy with our response to a complaint about a product or service purchased online, you have the option to use the European Commission's Online Dispute Resolution (ODR) platform. You would need the following email address to use this service: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com) and you can access the platform using the following link the ODR platform. The ODR platform will ultimately share your complaint to the Financial Ombudsman Service (FOS). Therefore, you may wish to refer your complaint directly to FOS.