

# Terms and Conditions

Personal Banking



These terms and conditions apply to the services and products available to “you”, the customer. They, together with our Debit Card Terms and Conditions, Internet Banking Terms and Conditions, the terms on the account opening form(s) or Remittance Registration cum Transaction Form are a contract between you and “us”, ICICI Bank UK PLC. We are an Associate Member of the British Bankers' Association. 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. ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited. ICICI Bank Limited is regulated and authorised to take deposits in India by the Reserve Bank of India.

## Definitions

Unless the context indicates otherwise, the following words and phrases shall have the meanings as assigned below:

- “Website” shall mean our website [www.icicibank.co.uk](http://www.icicibank.co.uk).
- “Working Days” shall mean days excluding public or banking holidays and weekends (Saturday and Sunday) in the United Kingdom.
- “Branches” means branches of ICICI Bank UK Plc in the United Kingdom.
- “ATMs” means automated teller machines/cash machines where your card will be accepted, which may be operated by us or by someone else.
- “We”, “us”, and “our” mean ICICI Bank UK PLC.
- “Current account” shall mean HomeVantage Current Account and HomeVantage Salary account, unless where the differentiation is highlighted.

These general terms apply unless they are inconsistent with the terms that apply to specific products or accounts. In the event of any inconsistency, the terms relating to the specific products or accounts will prevail.

These are our standard terms and conditions upon which we intend to rely for our products and services from time to time. For your own benefit and protection you should read these terms and conditions carefully before availing any of our products and services. If you do not understand any of the terms or conditions, please contact us for further information.

## General Terms

### 1. Opening an account

- 1.1 Accounts can be opened by:
- an individual aged 18 or over;
  - two individuals in their joint names. We may allow three or more individuals to open an account at our discretion.
- 1.2 To open an account with us you need to complete an account opening application form. You will be asked to provide independent documentary evidence of your identity and/or current address for fraud prevention and compliance with anti-money laundering regulations purposes. The documents listed in the application forms are not an exhaustive list. We may need you to provide other documents and/or information. We are entitled to decline to open an account.
- 1.3 Specimen signatures of those entitled to operate an account are to be provided to us in advance.
- 1.4 We may set a minimum opening balance, a minimum average quarterly balance or any other required minimum standards. We will tell you about any specific changes to your account. If you do not maintain these set balances, then we may withdraw certain services and/or you may incur charges.

### 2. Where you have a Joint Account

- 2.1 Where you have a joint account, you authorise us to act on instructions given to us by any one of you, including but not limited to:
- 2.1.1 to pay all cheques and accept other instructions for payment (including those given to us using Internet Banking), or to stop such payments, signed or given by any one of you, and
- 2.2.2 to accept instructions signed or given to us by any one of you to act on behalf of all of you in all other transactions with us, including opening further accounts in your joint names. For such purposes, instructions given, may be in writing or any other form we accept and may be given by any means or through any media we accept and on such terms as we may tell you.

- 2.1.3 One party to a joint account can alone withdraw the entire balance of the account. If there are any errors in your account, you must tell us as soon as possible. However, in case of request for closure of a joint account, we would require all joint account holders to authorize the request.
- 2.2 Each of you is liable individually as well as together with the other(s) for the account. We may ask all or any one or more of you to repay money owed to us or carry out any other obligation. This means that all account holders are equally responsible for all debt on the joint account. This applies even if your relationship breaks down or, if applicable, you divorce.
- 2.3 In the event of any such difficulties arising between you, one or both of you should contact us in writing. On receipt of such notice we will only accept future instructions from you which have been authorised by both of you. We will not be responsible for any transactions made or instructions given by either of you prior to receipt, and our validation of any such instructions regarding the operation of your account.
- We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via ATM/Cash machines) will continue to be deducted from the joint account.
- 2.4 Provided that both of you agree in writing, a joint account can be transferred into the name of just one of you.
- 2.5 If your relationship ends your account will continue to operate as normal unless you notify us in writing. You can also request for the account closure or for one or more account holder's name to be removed.
- 2.6 There may be instances when your account may be frozen. For example, when there is a dispute as referred in 2.3 above or bankruptcy of either of the account holders.
- 2.7 We may disclose to any of you, any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.
- 2.8 You will be provided Internet banking for your joint account and you will be bound by the Internet banking terms and conditions, provided to you at the time of account opening. We will follow any instructions given by any one of you to us in relation to your joint account.
- 2.9 In the event of the death of any one of you, the account shall be operated by the survivor(s).

### **3. Contacting each other**

- 3.1 We may contact each other by post, telephone, computer (and subject to condition 12) which includes internet/ electronic mail, digital television and any other electronic means and/or message made by any type of electronic device including but not limited to mobile/cellular communications or by any other method we agree. If we post a letter to you in the United Kingdom (the UK) it will be considered to be received 24 hours later if sent by first class post, 72 hours later if sent by second class post. If we post a letter to you at an address outside the UK it will be considered to be received by you seven days after being sent. Electronic mail will be considered to be received on transmission.
- 3.2 You can contact us by calling us 24x7 on 08081 31 41 51 (freephone from UK landline). The number is chargeable if called from mobile or outside of the UK. You could also electronically mail (email) us at [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or write to us at ICICI Bank UK PLC, 5th Floor, Alperton House, Bridgewater Road, Wembley- HA0 1EH.
- 3.3 So that we may act on your instructions by telephone we may ask you to sign a telecommunications mandate.
- 3.4 We shall contact you at the latest address, telephone number or electronic mail address that you have given to us.
- 3.5 You need to tell us as soon as possible if you change your name, make any changes in your address or electronic mail address or make any other changes relevant to the account. You will be responsible for any loss or damage that may occur for not keeping us updated about your changed address or details relevant to the account.
- 3.6 We are required to continue sending information to you at the last known address (postal and electronic mail) we have for you. We are not responsible for any loss, damage or consequential losses, if you do not inform us promptly of a change to your details and address relevant to the account.
- 3.7 Unless you request otherwise, we will contact only the joint account holder named first in our records subject to any legal and regulatory requirements. The first named account holder is responsible for passing information we send to the other account holders.

- 3.8 In case any communication or account information sent by us is returned to us as undelivered, we will try to contact you to establish the reason for the same. In case we are not able to contact you, for the safety of your account, we will send you a communication informing you that your account will be frozen in 30 days unless we hear from you. We will not send any more account information to you unless we hear from you.

#### **4. Authorising others to operate your accounts**

You can authorise another person to operate your account(s) by a power of attorney, but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own. In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you became incapable or bankrupt, or in the event of your death). In such circumstances, any power of attorney you have given earlier may become ineffective. For security reasons, we may not allow a person who is operating your account, for you, to access some services. Where we make these services available, that person may use your security details and we will not treat this as you breaking your security obligations on account that the person knows your security details.

#### **5. Notice**

- 5.1 Unless otherwise agreed, any notice or other communication may be delivered to you personally.
- 5.2 Any writ, summons or other process may be served upon you by posting the same in accordance with clause 5.1 above and shall be deemed to be good service upon you. The foregoing shall not however preclude us from effecting service of process in any other manner permitted by law.

#### **6. Changing your account**

- 6.1 If you are not happy about your choice of account, you may cancel it within 14 days of:
1. the day the contract is entered into; or
  2. the day on which you receive the contract terms and conditions and other information on paper or electronically.
- We will help you switch to another account with us and give you your money back with any interest it has earned. We will ignore any notice period and any extra charges. This does not apply to SuperSaver Bond and Fixed Deposit accounts.
- 6.2 If you decide to move your account to any other financial institution, we will give them information on your standing orders and direct debits within three working days of receiving their request to do this. Also, we will close or move your current account without charge, when you ask us to do so. We will give you all information to operate the account within 10 working days of approving your application.
- 6.3 We will cancel any Bank charges you have to pay as a result of any mistake or unnecessary delay by us when you transfer your current account to or from us.

#### **7. Dormant Accounts**

- 7.1 In case you have not made any transactions on your current account for a period of 18 months, or on your savings account for a period of 60 months, then for the safety of your account, we will make your account dormant. We will inform you 30 days in advance before making your account dormant.
- 7.2 A dormant account has restrictions on transactions. The following transactions will not be allowed on a dormant account:
1. Cash and Cheque Deposits into the account
  2. Cash and Cheque withdrawals
  3. Renewal of ATM/Debit Card
  4. Issue of fresh cheque book
  5. Change of address & contact details
  6. Transactions through internet banking
  7. Password regeneration or change of linked Savings Accounts
  8. Fund transfers through Standing Instruction, Direct Debit, Internet Banking or manual instruction
  9. Inward & outward remittance – Chaps, Swift & BACS
  10. Booking of Fixed deposit from dormant account
  11. Setting up Standing Instructions

- 7.3 No account statements will be sent for a dormant account.
- 7.4 To activate a dormant account, provide us with a proof of your identification and latest address proof. You can also send certified true copies of these documents to us at ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX. Please call us at 08081 31 41 51 or visit any of our branches for further details on the process of activation of a dormant account.
- 7.5 Your money in a dormant account will always be your property no matter how many years have passed. If you die it will become part of your estate. If the account remains dormant with no customer initiated activity for 15 years, it may be governed by the provisions of Dormant Bank and Building Society Accounts Act. If you ask us, we will tell you how to access your dormant account.

## **8. Indemnity**

You agree to repay and reimburse us fully for all losses and damages that we may incur by acting on your instructions or any breach of these terms and conditions by you, as permissible under law.

## **9. Money laundering regulations**

Under Money Laundering Regulations, you may need to provide us with evidence of your identity to protect your interests.

We are required by law to check your identity to prevent money laundering. We may do this electronically, using a reference agency or ask for documentary evidence. We will check your identity at the time of submission of application and at any time during continuance of the relationship you hold with us. We may delay or decline the processing of the application or instructions until we have satisfactory evidence of your identity.

Where required by an applicable law or we otherwise believe that disclosure may help to combat fraud, money laundering offences or other criminal activity, we may report information about you and the Service we provide to you to the appropriate regulatory or governmental authorities, bodies or agencies. In case of any dispute or fraud reported by you or identified by us, we reserve the right to report the matter to the appropriate regulatory authorities.

## **B. Payment services**

### **1. Different types of payments you can make**

- 1.1 Internal transfers –payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else.
- 1.2 BACS payments – sterling payments directly to the account of another person or organisation in the UK, Channel Islands and Isle of Man.
- 1.3 CHAPS– payments in sterling in the UK made through the Clearing House Automated Payment System (CHAPS).
- 1.4 SWIFT Payments – payments from your GBP, USD or EUR accounts through any of our branches. For more information on SWIFT transfers, please refer to section 2 and section 9.
- 1.5 Money Transfers to India– payments to India, which are made using the money transfer services provided by us.
- 1.6 Standing orders – regular payments from your account to an identified recipient for a defined or undefined period within UK.
- 1.7 Direct debits – regular payments to a business or other organisation from your account, which may vary by amount or date. Each individual payment is requested from us by the business/ organisation.
- 1.8 Debit card payments – payments by debit card for the purchase of goods or services (or both) either made in person or remotely by telephone, fax, internet or mail order. These are only available to debit cardholders.
- 1.9 Cash withdrawals – cash you withdraw from your account.
- 1.10 Cash payments in – cash deposits into your account.
- 1.11 Cheques into and from your account in sterling as well as other currencies.
- 1.12 Demand draft into and from your account in sterling as well as other currencies.

## **2. Information you need to provide when you make a payment**

You shall undertake to provide ICICI Bank with true, accurate, current and complete information and shall maintain and promptly update that information so as to keep it true, accurate, current and complete.

### **2.1 CHAPS and SWIFT payments**

2.1.1 You must provide us with all the following details to enable us to make a payment:

- the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC) address, sort code or applicable national bank code;
- the recipient's bank account number, or International Bank Account Number (IBAN) if paying to a bank in the EU/EEA;
- the name of the recipient to whom the payment is made;
- your own account number and name. This is a legal requirement and these details will be passed to the recipient's bank; and
- the recipient's reference, if applicable
- amount, currency and purpose of payment

2.1.2 If you are going to receive CHAPS or SWIFT payments you must provide the same information as mentioned in clause 2.1.1 to sender of the payment.

### **2.2 BACS payments and internal transfers**

2.2.1 You must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the recipient's account;
- the date the payment is to be deducted from your account, when initiated from Internet banking;
- the recipient's name; and
- any reference identifying the payment (including a reference to you or the recipient)

2.2.2 If you are going to receive a BACS payment or internal transfers, you must provide the sender of the payment your account number and sort code.

### **2.3 Standing orders**

We will require all the following details from you to enable us to set up a standing order from your account:

- the recipient's name, sort code and account number;
- the date we are to start deducting the payments from your account;
- how often you want us to make the payments;
- the amount of each payment and for what length of time you require us to make the payments; and
- any reference identifying the payment (including a reference to you or the recipient).

### **2.4 Money Transfers to India**

We will require the following details from you to do a transfer from your account:

- name of the Beneficiary
- postal address of the Beneficiary
- beneficiary's account number
- beneficiary Bank's complete postal address with post code (in case of transfers to banks other than ICICI Bank Limited, India)
- your own account number and name. This is a legal requirement and these details will be passed to the recipient's bank
- the recipient's reference, if applicable
- amount, currency and purpose of payment

## **3. Personal Internet Banking**

You can make some payments like BACS payments, internal transfers and standing orders through Internet banking by logging in to your account using your user ID, password and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment. Refer to terms and conditions specific to Internet banking in the Internet Banking Terms and Conditions booklet.

## **4. Telephone Banking Service**

4.1 You can use telephone banking for accounts held solely or jointly by you.

4.2 Telephone banking is available, provided that your identity can be verified and your account permits it, by speaking to a Customer Services Officer and completing security procedures.

- 4.3 To use telephone banking, call us on 08081 31 41 51 (freephone from UK landline). Lines are open for 24 hours everyday. To help us continually improve our services and in the interests of security, we may monitor and/or record your telephone calls with us.
- 4.4 Our telephone banking service enables you to:
- obtain your balance
  - obtain details of recent transactions
  - speak with a Customer Service Officer in relation to other enquiries or for placing requests for servicing your account.
- 4.5 You cannot make fund transfers from your account except for money transfers to India. Money transfers to India may be made through telephone banking service only if your Debit card is valid.
- 4.6 Availability of Telephone Banking Services
- Telephone banking may be temporarily unavailable if we have to carry out routine maintenance. We will try to inform you in advance but it may not always be possible to do so.
- 4.7 Security procedure for Telephone Banking - When you call the telephone banking service, we will verify your identity by asking you a number of questions based on information known to us about you and the transactions on your account. On confirmation of this information we will act on your instructions. We advise you to keep your date of birth, address, account and transaction information safe and not to divulge this information to third parties, as it could endanger the security of your account.
- 4.8 You should not use cordless or mobile phones on an analogue network to telephone us. These can be intercepted.
- 4.9 On satisfactory completion of the security procedures we can act on any instructions given by you, including payment of money from your account, even if the instructions were not given by you or with your authority.
- 4.10 You will be responsible for all losses if you have acted without reasonable care.
- 4.11 If the instructions are not actually given by you or with your authority, then provided you have acted with reasonable care, we will refund your account with the amount of the unauthorised transaction including any related interest and charges, if applicable. We will have no further responsibility or liability to you.
- 4.12 We may refuse to carry out any instructions if they are of a particular value, or if we believe there is a suspected breach of security. We will tell you about this.
- 4.13 Once you have told us that you know or suspect that an unauthorised call has been made to the telephone banking service; you will not be responsible for unauthorised transactions carried out after we have had reasonable time to put additional security measures in place, unless we can prove that you have acted fraudulently.
- 4.14 All records generated by the transactions arising out of the use of the telephone banking service, including the time the transaction was recorded, shall be conclusive proof of the genuineness and accuracy of the transaction. While we shall endeavour to carry out the instructions promptly, we shall not be responsible for any delay in carrying out the instructions.
- 4.15 We have the right to terminate or suspend the telephone banking service at any time. We will try to tell you about this in advance, though it may not be possible to do so.
- 4.16 If your account is a joint account, we will follow any instructions given to us using our telephone banking service by any one of you and we may deduct from the account the amount of any transaction carried out in accordance with such instructions.

## **5. Branch**

If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct.

## **6. Debit cards**

Issuing a card and Personal Identification Number (PIN)

- 6.1 When you apply for an account with us, if applicable to your account, you will receive a debit card (the card) to access and operate your account. We will notify you separately of the Personal Identification Number (PIN) to be used with your card when withdrawing money, accessing other services, or paying for goods and services. We will not reveal your PIN to anyone else. The details of charges for your debit card are provided to you in the rates and charges leaflet.
- 6.2 The card will be valid for an initial period of two years after which a new card will be issued. The card will be valid until the last working day on the month indicated on the card. If the card is lost or destroyed within the two year period specified, the card will be replaced. A charge may be applicable for the replacement card.



- 6.3 You will receive detailed Debit card terms and conditions. The rates and charges leaflet provides you the details on applicable charges for using the debit card. Usage of debit card shall be deemed as an acceptance of debit card services.
- 6.4 If your account is in joint name, these terms apply to each cardholder.

## **7. Use of the Debit Card**

- 7.1 You may use the card in conjunction with the PIN at ATMs to withdraw cash and at retailers and suppliers that display the VISA logo or any other logo that we may advise you of, to make payments from your account.
- 7.2 By using the card (with or without the PIN) you authorise us to debit your account with the amount of all transactions carried out by you together with any charges (including any levied by VISA). We may refuse a request for authorisation.
- 7.3 Once a purchase or other payment has been made with your card you cannot cancel it.
- 7.4 We may specify a daily limit for withdrawals and payments made using the card. We may alter this limit from time to time.
- 7.5 We do not accept liability for any dealings with or misrepresentations of any retailer or supplier including but not limited to the supply of goods and services.
- 7.6 You may only use your card if you have sufficient cleared funds in your account or an agreed overdraft to cover the payment.
- 7.7 We are not responsible if you cannot use your card in a machine operated by another financial institution or where we share a network.
- 7.8 We are not responsible if a retailer or supplier refuses to accept your card or if you cannot use your card, for any reason, to make a payment.
- 7.9 Debit card transactions will be reflected in your account statements. For condition of overseas use of debit card and conversion of currency and exchange rate etc. please refer to debit card booklet and the tariff schedule on our website [www.icicibank.co.uk](http://www.icicibank.co.uk)
- 7.10 If you do not recognise a card transaction which appears on your statement, we will give you more details if you ask us. In some cases we will ask you to give us confirmation or evidence that the transaction is not authorised by you.
- 7.11 If we confirm a transaction is unauthorised, any interest charged will be refunded, unless you have acted fraudulently or without reasonable care.

## **8. Important Security Information**

- 8.1 You must use any card issued to you and telephone banking and Internet banking service in accordance with these Terms and Conditions. Internet banking is also subject to its own terms and conditions provided to you.
- 8.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards and security details (including PINs, security numbers, passwords or other details including those which allow you to use Internet banking and telephone banking). These precautions include but are not limited to:
- never write down your security details.
  - do not choose security details which are easy to memorise such as sequences of letters or numbers that may be easy to guess.
  - take care to ensure that no one hears or sees your security details when you use them.
  - keep card receipts and other information about your account containing personal details (such as statements) safe and dispose of them safely. People who commit fraud use many methods such as searching dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information.
  - Keep your details on communication address, phone number and mobile number updated with us.
  - You agree that we may record by camera your use of the card at any ATM or point of sale terminal.
- 8.2.1 Cards and PINs
- sign each card on the signature strip as soon as you receive it.
  - keep your debit card separately from your cheques.
  - keep your card and PIN safe.
  - never allow anyone else to have or use your card or PIN.
  - never disclose the card number, PIN or card security codes except when using the cards to make payments.
  - do 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.
- never 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.

### 8.2.2 Telephone Banking

- when you call us, we will confirm your identity using our security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures.
- when we call you, we will never ask for details of your password or PIN to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account.
- if you are using your mobile phone's text messaging facility for any services related but not limited to, text banking and online payee registration, you will be responsible for deleting the information held on your mobile phone.
- you should not use cordless or mobile telephones operating on an analogue network to telephone us. We are not responsible if any one else intercepts or overhears any telephone conversation between you and us.

### 8.2.3 Personal Internet Banking

- keep your personal computer secure by using anti-virus spyware software and a personal firewall.
- keep your passwords and PINs secret - we will never ask you for your online banking password information.
- always access Internet banking by typing in the bank address to your web browser, never go to an internet banking site from a link in an e-mail and then enter personal details.

8.3 If any card, cheque book or Internet banking related security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us 24x7 on 08081 31 41 51 (freephone from UK landline). To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

8.4 If asked, you must confirm in writing the loss or theft of your cards or security details. If you no longer require your card and/or any unused cheques, then you must return them to us at ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX, or you should destroy it. Cards should be cut diagonally across the magnetic stripe, into at least 4 pieces for destruction.

8.5 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card and/or accounts. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

8.6 If you find your card after having reported it, as per clause 8.3, you must not use it again. You must cut the card diagonally across the magnetic stripe into at least 4 pieces and destroy it.

## 9. When payments will and will not be made by us

9.1 We will make/authorise a payment from your account if you authorise it in one of the ways set out in section B on Payment Services, and there are cleared funds in your account. There may be a delay in carrying out your instructions while fraud prevention checks take place.

9.2 When we assess whether to make/authorise payments, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

9.3 We may refuse to make a payment (and we will not be responsible for any loss) if:

- any of the conditions set out in this section B on Payment Services have not been met
- we are not reasonably satisfied the transaction or the instruction is lawful
- we consider that your account has been or is likely to be misused for an illegal purpose
- it is for the purpose of fraud prevention
- it may cause us to breach any legal or contractual duty
- anti-money laundering regulations or Rules of the Financial Services Authority (the FSA) prevent us from doing so.

9.4 If we refuse to make a payment that you have requested we will inform you as soon as possible that we are refusing to act on your payment instruction. You can also contact us and we will tell you the reasons for the refusal of a payment and the procedure for correcting any factual errors that led to the refusal. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

- 9.5 Where ICICI Bank discovers that the relevant transfer would result in a deficit in the Account balance, it has the right to reverse/cancel the transfer.
- 9.6 We will generally rely without further enquiry upon written instructions/recorded lines (as applicable depending on the mode used for giving instructions) given and actually received by us unless we have reasonable cause to believe that such instructions are incorrect, unauthorised or fraudulent.

#### **10. Payments that involve a foreign currency exchange (SWIFT payments)**

- 10.1 SWIFT Payments – you can make payments from your GBP, USD or EUR accounts, through any of our branches. If you make a payment in a currency other than the currency of your account, we will use the prevailing exchange rate as applicable at the time of conversion. If you would like to know the exchange rate used, please contact us at any of our branches.
- 10.2 If we make a payment that involves an exchange into a foreign currency and that payment is returned to us, we will convert the returned payment back to the original currency at the applicable exchange rate when we receive the returned payment.
- 10.3 In making an international payment we will be acting for you. Both you and we will have to comply with any applicable laws and you agree to ensure we do not suffer any loss and to reimburse us in full if we do suffer any loss as a result of making the payment.
- 10.4 In case of SWIFT payments, the charges incurred will be shared between you and the beneficiary. This means charges levied by our correspondent/intermediary bank will be charged to you and charges levied by the beneficiary bank's intermediary/correspondent bank charges will be incurred by the beneficiary. In case of cross currency transactions (all transactions except that from GBP to INR), you have a choice to opt for OUR charges (all correspondent/intermediary bank transaction charges are to be borne by you), BEN charges (all correspondent/intermediary bank transaction charges are to be borne by the beneficiary) or SHA charges (transaction charges levied by our correspondent/intermediary bank will be borne by you and charges levied by the beneficiary bank's intermediary/correspondent charges will be borne by the beneficiary). In the absence of any instructions, the charges incurred will be SHA (Shared).

#### **11. Interest on payments you make and receive**

- 11.1 Provided your account is in credit, you will receive interest up to the time the payment is deducted from your account.
- 11.2 Interest (where it applies) will be calculated on payments into your account once the payment has been added to your account and will be paid into your account in accordance with the terms we have agreed with you.

#### **12. Enquiries about an instruction**

You can make an enquiry in respect of a payment instruction, whether made by you or another person by contacting us 24x7 on 08081 31 41 51 (freephone from UK landlines).

#### **13. Cut-off times, execution times and when you can cancel an instruction to make a payment**

- 13.1 The cut-off time is the time before which on a working day a payment or a payment instruction is treated as received by us for that working day. This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day. If we receive a payment or a payment instruction on a day that is not a working day, we will treat this as received on the next working day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the rates and charges leaflet.
- 13.2 Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the cut-off times, that apply, for us to treat the instructions as received before the cut-off time. Please see the rates and charges for information about currency cut-off times.
- 13.3 The maximum execution time (the time it takes for the payment to reach the recipient's bank), is set out in the rates and charges leaflet. The time at which this begins will depend on whether your payment instructions were received before or after the cut-off time.
- 13.4 Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.

- 13.5 If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested.
- 13.6 After any time limits for cancellation, referred to in this clause, have expired, you may cancel your instructions only if we agree and in the case of debit card payments and direct debits, if the person who receives the payment also agrees.
- 13.7 You can instruct us to stop or cancel a future dated payment by informing us via Branch, Telephone banking service or Internet banking provided:
1. we have not told the person to whom it is payable or their bank that it will be paid; or
  2. you ask us not later than 1200 Hrs of the day before which the payment is due; or
  3. it is not a card payment. To cancel a direct debit or other regular payment you must also tell the party that collects the payment from your account.

#### 14. Internal transfers, BACS, CHAPS, SWIFT Payments and standing orders

| Payment type       | How you can request for a payment | General cut off time for giving instructions to us | Maximum execution time   | Payment limit      | Can you arrange a payment to be sent on a future date   |
|--------------------|-----------------------------------|--|--|--------------------|---|
| Internal transfers | Branch                            | 1630 Hrs   | Immediate  | NA                 | No  |
|                    | Internet banking                  | Any time   | Immediate  | £50,000 per day    | Yes and you can cancel a future date payment by Internet banking a day before we send the payment                           |
| BACS               | Branch                            | 1300 Hrs   | 2 working days   | NA                 | No  |
|                    | Internet banking                  | 1630 Hrs   | 2 working days   | £50,000 per day    |   |
| CHAPS              | Branch                            | 1300 Hrs   | Same day   | NA                 | No  |
| SWIFT              | Branch                            | GBP-1300 Hrs<br>USD-1300 Hrs<br>EUR-1030 Hrs       | Same day. This may take longer depending on the country the money is being sent to | NA                 | No  |
| Banker's draft     | Branch                            | GBP-1630 Hrs<br>USD-1200 Hrs                       | - Same day for GBP draft<br>- Next working day for USD draft                       | NA                 | No  |
| Standing Orders    | Branch                            | 1630 Hrs   | - Same day in case of Internal transfer<br>- 2 working days in case of BACS        | NA                 | Yes and you can cancel a standing order at branch by submitting a request till 1200 Hrs a day before we execute the payment |
|                    | Internet banking                  | Anytime  | - Same day in case of Internal transfer<br>- 2 working days in case of BACS        | £50,000 per day    | Yes and you can cancel a Standing Order by Internet banking a day before we execute the payment                             |
| Cash deposit       | Branch                            | 1630 Hrs   | Immediate  | Refer to clause 17 | No  |
| Cash Payment       | Branch                            | 1630 Hrs   | Immediate  | Refer to clause 18 | No  |
| INR Demand draft   | Branch                            | 1630 Hrs   | Same day   | NA                 | NA  |

## **15. Direct debits**

- 15.1 To set up a direct debit you must complete a direct debit instruction form with the recipient in writing, over the phone or via the internet.
- 15.2 The recipient will normally lodge the direct debit instruction electronically onto your account but may occasionally send the original direct debit instruction you completed to us. When each payment request is received by us, we will check if the reference for that payment matches the reference on the direct debit instruction and only then we will make the payment from your account.
- 15.3 You can withdraw your agreement for direct debit payments to be made at any time by telling us via Branch, Telephone banking service or Internet banking till 1200 Hrs on the day before that payment is due to be made by us. You should also tell the recipient that you have cancelled the direct debit instruction.
- 15.4 The payment will be deducted from your account and received by the recipient's bank on the direct debit due date, provided that we receive the request to make the payment from the recipient or the recipient's bank by 10.30pm, three working days before the due date.

## **16. Debit card payments**

- 16.1 You can pay for goods and services using your debit card in the UK and abroad at retailers who display a VISA logo.
- 16.2 Before we will make a payment from your account, we will require you to enter details of your PIN into a keypad or provide a signature and for other transactions we will require certain personal details and the 3 digit card security number on the back of your card. We will advise the retailer or other supplier if we are prepared to authorise the payment to be made from your account. For decision-making and card-misuse prevention purposes, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.
- 16.3 We will not be responsible if a retailer or other supplier refuses to accept your debit card or if you cannot use your debit card to make a payment.
- 16.4 We will normally deduct from your account the amount of a debit card payment made in the UK and abroad on the same day that we receive the request from the retailer's bank for the payment to be made. We will make the payment to the retailer's bank on the same day that we receive the settlement request from VISA.
- 16.5 Any foreign currency debit card payments are converted to sterling by VISA. These transactions are subject to our foreign exchange charge of 2.75%. We will deduct the payment from your account once we receive details of the payment from the card scheme at the latest, the next working day.

## **17. Cash withdrawals**

- 17.1 You can withdraw cash from your account over a branch counter or from an ATM machine that allows cash withdrawals and has a VISA logo. There is a limit on the amount you can withdraw each day from ATM machines. This will be informed to you in the debit card terms and conditions.
- 17.2 Cash withdrawals from ATM machines will be deducted from your account on the same day. For cash withdrawals at ATM machines outside of the UK, the amount of any cash withdrawal made in a currency other than sterling will be converted into sterling as set out in clause 16.5. See the rates and charges leaflet for charges that will apply.
- 17.3 For withdrawals over the counter at branches, you must provide a proof of identification acceptable to us, and the cheque book or withdrawal book for the account. There is a limit of £2000 on withdrawal from the branches in a single withdrawal. If you wish to withdraw £2000 or more from any of our Bank branches, you need to give one-day advance notice at the branch of your choice
- 17.4 We will deduct cash withdrawals made over the counter at any of our branches from your account immediately. You cannot use your debit card for withdrawals over our counters.

## **18. Cash payments in**

- 18.1 You can pay in cash over the counter at any of our branches. You must complete a paying-in slip to do this. Counterfeit currency may be confiscated. You must not send cash to us by post.
- 18.2 If you pay cash into your account over the counter at one of our branches it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes on the same day.

- 18.3 If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches, the cash will be credited to your account, available for you to withdraw and treat as cleared for interest calculation purposes (if applicable) as described in clause 11.2. Please see clause 19 for the treatment of cheques.
- 18.4 Other banks may allow you to pay in cash through their branches to your ICICI Bank UK PLC account(s). The credit will appear in the balance of your account three working days later. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in at the other bank.
- 18.5 If you pay cash over the counter, we will credit it the same day. We take proof of funds in case cash over GBP 2000 needs to be deposited into the account. The proof may be an ATM slip or a bank account statement showing withdrawal of funds. The ATM slip should not be more than seven days old.

## 19. Cheques You Issue

- 19.1 When you write a cheque you must take all reasonable precautions to prevent anyone else altering it or making a forgery. This includes (but is not limited to):
- using black ink which cannot be erased, never leaving a gap between words or figures.
  - never signing a cheque before you use it.
  - when you are writing a cheque you must clearly write the name of the person you are paying the cheque to and also put some additional information as this will help us to prevent fraud. If you are paying the cheque to a large organization, financial institution, bank or building society you may add further details on the payee line (e.g. Inland Revenue re. XYZ).
  - in all cases you should draw a line through the unused space on the cheque so that it will prevent unauthorised people to add extra number and names.
  - you must sign all alterations to cheques you issue.
- 19.2 You can write cheques only in the currency of your account.
- 19.3 You should not post-date a cheque. If you do so and the cheque is presented to us before that date, we may pay it. If we do so, we will have no liability to you.
- 19.4 If we receive a cheque written by you that is more than six months old we may decline to pay it.
- 19.5 We may refuse to clear a cheque if your account does not have sufficient funds.
- 19.6 You must tell us as soon as possible if you become aware that any cheque has been lost or stolen.
- 19.7 If you issue a cheque outside the UK, we will deduct the SWIFT charges from your account for remitting the funds. The details on SWIFT charges are provided in the rates and charges leaflet.
- 19.8 We will also tell you the different interest rates which have applied to your savings accounts during the year and any changes in the Bank of England base rate (unless we have already told you personally about these or if your savings account has less than £500 in it).
- 19.9 If within a reasonable period after the entry has been made on your statement, there is a dispute with us about a cheque paid from your account, we will give you the cheque or a copy as evidence. If there is an unreasonable delay after you have told us about it, we will add the amount of the cheque to your account until we have sorted the matter out.
- 19.10 If you ask us to "stop" a cheque we will try to do so, though we cannot guarantee it, provided:
- the cheque has not been paid already.
  - we receive the request to stop it before 1100 Hrs on the day the cheque is presented for payment.
  - you have provided sufficient details for us to identify the transaction.
  - we will charge to "stop" the cheque. The charges are provided in rates and charges leaflet.
- 19.11 When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account, e.g. the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank.
- However:
- if a cheque you issue is paid in at the counter of any of our branches, the amount will be deducted from your account on the same day;
  - if you cash a cheque at any of our branches, the amount will be deducted from your account on the same day;
- 19.12 Banking of cheques for payment will at all times, be subject to the rules and clearing processes of any cheque clearing system(s) used by us.
- 19.13 Clearing cycle

19.13.1 The clearing cycle is the time taken for money paid from or to your account to be deducted or added. Each UK cheque paid into any ICICI Bank UK account clears on the sixth working day from the date of the deposit of the cheque. Whilst we may credit such amounts to your account on the date of presentation, the funds will be available to withdraw on the fourth working day from the date of the deposit for both current and savings accounts. The amount deposited will start earning interest from the second working day of the deposit for all types of accounts viz. current, savings and fixed deposits. If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. Thereafter, we will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. In all circumstances, you shall be the owner of funds on the sixth working day of the deposit of your cheque and the amount of your cheque cannot be reclaimed from your balance without your consent unless you were knowingly involved in a fraud concerning the cheque. It should be noted that all cheques deposited in the Branches by 14:00 hrs shall go into processing the same day. All cheques deposited after 14:00 hrs shall get into processing on the next working day.

19.13.2 If cheques are deposited with Giro Slips at any of the Banks, though you will earn interest from the second working day but you will be able to withdraw funds from the sixth working day only.

19.13.3 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out herein.

19.13.4 We may debit your account to recover any amount credited in error without notification.

#### 19.14 Cheques returned unpaid and paying in cheques

The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance. When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later. It is because of this, our normal practice is to ask you to wait at least six days before you can draw against a cheque.

19.15 If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account. If you withdraw against a cheque which is later returned unpaid, and the deduction of the amount of the unpaid cheque from your account would either make your account go overdrawn, we will treat this as an unauthorised overdraft. If we do so, we will apply interest and charges as mentioned in our Rates and Charges leaflet.

19.16 If a cheque paid into your account is returned to us unpaid, we will not debit your account beyond the sixth working day after it was accepted by us.

19.17 A cheque you pay in may be returned more than six working days after the date we accepted it:

- if you or we reasonably suspect you, are knowingly involved in a fraud concerning the cheque; or
- you have given your express consent.

#### 19.18 Foreign cheque

19.18.1 A foreign cheque is a cheque drawn in a foreign currency, or a cheque in sterling drawn on a bank based abroad. It includes other forms of foreign payment. We may agree to negotiate a foreign cheque, although we are not obliged to do so. This means that we will add to your account the full amount or the converted amount. If it is returned unpaid, we will have recourse against you and anyone who has signed or endorsed it and we can deduct from your account either the amount we added or if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. In case of clearing of non-UK cheques, we may take approximately 21 working days for crediting cleared funds into your account. For a foreign cheque, we will convert the amount at our applicable rate of exchange at the time of conversion. To know the exchange rate used, please contact us.

19.18.2 For negotiation of a foreign cheque, we will deduct our charges when you pay it in. If it is returned unpaid, we will deduct a further fee. Agent's fees (see condition 19.19.6) may be payable whether the cheque is paid or not.

19.18.3 On request, we will give you details of how we deal with interest following negotiation of a foreign cheque.

19.18.4 We will not be responsible for any loss in exchanging the proceeds of a foreign cheque into the currency of your account.

19.18.5 We may decide or agree to send a foreign cheque for collection. For this we may:

- send it directly to the Bank on which it is drawn and credit your account once we have received the payment; or
- pass it through the payment system of the country where it needs to be presented for payment. We may appoint an agent in that country, which may be an affiliate of ours, to do this for us. We will credit your account with the amount of the foreign cheque when our agents or we have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is to be drawn, to be certain that it has been cleared and has not been returned before we credit it into your account.



19.18.6 For a foreign cheque collection we will deduct a fee from your account when we receive the proceeds, or if it is not paid, we will charge a fee from your account when we receive the unpaid cheque. Our fees will include any charges made by our agents and/or the bank on which the cheque is drawn.

## 20. Standing Instructions

- 20.1 We will on the day specified in the Standing order, debit your account and transfer the money through the BACS system to the bank or building society account of the recipient. It will take approximately 3 working days for the recipient to receive the money.
- 20.2 Standing Instructions may be subject to service charges stipulated by us from time to time. We will keep you informed about the same through the agreed modes of communication.
- 20.3 If the Standing Instruction is not executed on the due date due to reasons including but not limited to, insufficient balance in your account, dormancy etc., we will not attempt to fulfill the same instruction again. In case you do wish to make the payment, then please contact us to provide separate instructions. We will continue to execute all future Standing Instructions, if any.
- 20.4 You can instruct us to stop or cancel a future dated payment by telling us via branch, telephone banking service or Internet banking provided:
1. the amount has not already been taken out of your account; or
  2. we have not told the person to whom it is payable or their bank that it will be paid; or
  3. you ask us not later than 1200 Hrs of the day before which the payment is due;
  4. in case you have setup a Standing Instruction using the Internet banking facility, then the cancellation of such an instruction can be done only via Internet banking; and
  5. in case you have setup a Standing Instruction by visiting a branch, then the cancellation of such an instruction can be done via the branch or by calling us 24x7 on 08081 31 41 51 (freephone from UK landline).

## 21. Money Transfers to India

### Definitions

- 21.1 Unless the context indicates otherwise, the following words and phrases shall have the meanings as assigned below:
- "Account" shall mean the current bank account You hold with us.
  - "Adequate Balance" shall mean the amount of funds, which need to be available in Your Account in order to make the Transfer of funds requested and for us to debit the Charges payable for the Service.
  - "Beneficiary" shall mean a person to whom You would like to remit funds using the Service.
  - "Beneficiary Bank" shall mean the bank, with which the Registered Beneficiary holds an account.
  - "Charges" shall mean the charges levied by us for use of the Service by You.
  - "You" in the context of money transfer shall mean a person resident in the United Kingdom, who holds an Account with us and avails of the Service.
  - "Registered Beneficiary" shall mean a person who has been registered by You with us and nominated by You to receive payments through the Service.
  - "Remittance ID" shall mean a remittance identification number.
  - "Service" in the context of money transfer, shall mean the money transfer service offered by us to You through which money may be sent to a Registered Beneficiary.
  - "Service Assurance" shall mean the payment that we provide in case the Transfer does not get completed / effected within the Transfer Time stipulated by us as provided in clause 21.5.4, subject to the conditions provided in 21.5.
  - "Transaction Reference" shall mean an identification number which will be issued and displayed to You upon confirmation of instructions to Transfer funds and through which You can track the status of the Transfer.
  - "Transfer" shall mean the payment of funds authorised by You through the Service to be processed and delivered to the Registered Beneficiary.
  - "Transfer Time" shall mean the number of Working Days taken to Transfer funds to be credited to the Registered Beneficiary's account with the Beneficiary Bank.
  - "Website" shall mean our website [www.icicibank.co.uk](http://www.icicibank.co.uk).
  - "Working Days" shall mean days excluding public or banking holidays and weekends (Saturday and Sunday) in the United Kingdom, United States of America and in the country of residence of the Registered Beneficiary.
  - "Pay Now" shall mean requests to be processed as soon as the transaction details are confirmed by you, online.
  - "Future Dated Transfer" shall mean a request placed in advance. It will be processed on the date for which it has been scheduled.
  - "Standing Instruction" shall mean an order you give the Bank to transfer a set amount at regular intervals.
  - "Rate Block" shall mean the minimum rate at which you wish to transfer money to India and we will ensure your money is sent only at that rate or at a higher rate.



## 21.2 Use of the Service

You may use the Service to make a Transfer to India in the following ways:

- (a) visit one of our branches
- (b) money transfers through phone: You may avail of this facility by calling us 24x7 on 08081 31 41 51 (freephone from UK landline)
- (c) through internet banking

## 21.3 Registration for using the Service

21.3.1 To use the Service from any of our branches, you will need to complete the designated remittance form.

21.3.2 For use of the Service through telephone banking, you need to sign the telecommunications mandate and accept and agree to the terms and conditions prescribed therein and in accordance with section 4 on the usage of the telephone banking service.

21.3.3 For use of the Service online, you need to login into your current account in the internet banking section and go to money transfer section.

21.3.4 Beneficiary registration request to accounts other than self accounts with ICICI Bank Ltd (India) will not be accepted through telephone banking.

21.3.5 Once we process your registration request successfully, we will provide you with a Remittance ID confirming your status as a Customer of the Service. Remittance ID will not be issued in case of transfers through online and telephone banking.

## 21.4 Registered Beneficiary Details

21.4.1 Where the Beneficiary is an account holder of ICICI Bank Limited, India You will have to provide us with the account number and the type of account of the Beneficiary.

21.4.2 Where the Beneficiary is not an account holder of ICICI Bank Limited, India You will have to provide us with the name of the Beneficiary's Bank, complete branch address with postal code, account number along with the type of the account that the Beneficiary holds. Where You require remittance of funds to be made by demand draft, the complete postal address of the Beneficiary will be required.

21.4.3 You will be required to provide us with certain additional details for each of the Registered Beneficiaries depending on the Transfer method required.

21.4.4 Transfers through phone may be done to Registered Beneficiaries or to Your personal bank account with ICICI Bank Limited, India only. The beneficiary may have been registered through branch, telephone banking or internet banking. Request for a new Beneficiary registration other than self accounts with ICICI Bank Ltd. (India) will not be accepted through telephone banking.

21.4.5 The money transfer request via telephone banking will be rejected if the Beneficiary is not registered or if the Beneficiary account is a non-individual account. An email communication of such rejection will be sent to You within 3 Working Days of the rejection.

21.4.6 For online transfers, processing of registration requests involve conducting of KYC and Anti Money Laundering checks as per applicable laws and will be completed within one working day. However, this activity may be delayed due to requirement of additional beneficiary/remitter details or system issues, like technological or operational problems or due to holidays or other non Working Days in United Kingdom and India.

21.4.7 For online transfers, there is no limit on the number of Beneficiaries that may be registered by You. You only need to complete the registration process once for each Beneficiary. You are responsible for ensuring that the Beneficiary data provided to us is complete and accurate. If You refuse or fail to provide correct, accurate and updated data of the Beneficiary, we may decline the request to register such Beneficiary under the Service. We reserve the right to refuse to register any Beneficiary under the Service, or to terminate the registration of any Registered Beneficiary at any time, in each case at our sole discretion. If You avail of the Service using the online mode for making a Transfer, You may check the registration status of each Beneficiary submitted to us for registration by logging into your account online and viewing the "List of Registered Beneficiaries". You are also responsible for ensuring that all Beneficiary details provided to us are updated at all times subsequent to registration and prior to execution of any transaction.

## 21.5 The Service, Service Assurance, Payment Methods, Charges and Transfer Times.

You may request us to send payments to a bank account of a Registered Beneficiary.

21.5.1 You may use the Service only to make Transfers to India. You may transfer money only in GBP (originating currency) towards Your Registered Beneficiary in INR (disbursing currency).

21.5.2 Mode of acceptance of funds to make a Transfer using the Service:

- (a) cash
- (b) cheque
- (c) account debit

Please note that in case payment is deposited by cash or cheque, we will first credit such payment to Your Account and then process the Transfer request by making a debit to Your Account.

21.5.3 We will Transfer the funds to the Registered Beneficiary depending upon the payment method chosen by You for transferring the funds to the Registered Beneficiary in accordance with the Service provided by us. For each Transfer, You will have to inform us of the amount in remitting currency to be transferred to the Registered Beneficiary, purpose of transfer and give confirmation for further processing of the Transfer request. Once a Transfer along with the Registered Beneficiary details has been confirmed by You, it cannot be changed. Please refer to Section 21.5.10 for details of money transfers through internet banking.

21.5.4 The cut off time for accepting Transfer requests for processing on the same Working Day, limits and other details of the payment modes provided by us are as below:

| Payment type  | Modes of making a request for Transfer | Cut offtime for giving instructions to us on a Working Day | Time taken by us to send money to the Beneficiary Bank | Transaction Limits for accounts transfer**  | Service Assurance****             |
|---|--|--|--|---|-----------------------------------|
| Account Transfer (Transfer to accounts held with ICICI Bank, India)                               | Branch                                 | 16:30 BST  | 24 hours from placing a transfer request               | No Limit  | 5 pence for every £10 transferred |
| Account Transfer (Transfer to accounts held with ICICI Bank, India)                               | Call centre                            | 16:30 BST  | 24 hours from placing a transfer request               | £1500 for a third party beneficiary<br>£4999 for self Transfers per day   | 5 pence for every £10 transferred |
| Insta 4 hour (Transfer to accounts held with ICICI Bank, India)                                   | Branch, Call centre                    | 16:30 BST  | 4 hours from placing a Transfer request                | No Limit for branch, through call centre<br>£1500 for a third party beneficiary<br>£4999 for self Transfers per day | 5 pence for every £10 transferred |
| NEFT, RTGS (Electronic Funds Transfer to Non ICICI Bank)***                                       | Branch                                 | 16:30 BST  | 24 hours from placing a transfer request               | No limit  | 5 pence for every £10 transferred |
| NEFT, RTGS (Electronic Funds Transfer to Non ICICI Bank)  | Call centre                            | 16:30 BST  | 24 hours from placing a transfer request               | £1500   | 5 pence for every £10 transferred |
| Demand Draft  | Branch                                 | 16:30 BST  | The demand draft will be sent within 2 Working Days    | No limit  | No Service Assurance              |
| Insta Online for credit to accounts held with ICICI Bank Limited, India                           | Internet banking                       | Anytime  | Instant  | £5000 per day   | 5 pence for every £10 transferred |
| Online transfers for credit to bank accounts held with banks other than ICICI Bank Limited, India | Internet banking                       | Anytime  | 24 hours from placing a transfer request               | £4999 per day   | 5 pence for every £10 transferred |

\*For avoiding any doubt, the Transfer time will exclude the time taken by us to register the Beneficiary as per clause 21.4. Please note that the time lines are subject to Working Days in the United Kingdom, United States of America and India.

\*\*Accounts which can receive foreign inward remittances as per Reserve Bank of India guidelines.

\*\*\* Banks participating in an electronic funds transfer facility offered by Reserve Bank of India. (Details of participating banks are available on request in the branches).

\*\*\*\* The payment under the Service Assurance shall be made in GBP. You will receive payment by way of credit in your HVCA account with us within two Working Days from the date of credit to your Beneficiary's account. The payment made to the customer will be 5pence for every £10 transferred. The same shall at any point of time be neither less than 1£ nor shall exceed £50.

21.5.5 You may also have to pay the charges as applicable by the Beneficiary Bank and that we may not be aware of. Such charges may be deducted by the Beneficiary Bank from the amount that is transferred and credited to the account of the Registered Beneficiary.

21.5.6 Once You have confirmed the Transfer a Transaction Reference for the same will be issued to You.

21.5.7 Charges are as provided in the rates and charges leaflet available at Your request at the branch.

21.5.8 You will be provided a time stamp at the time of placing the request for Transfer in the following cases:

- (a) Remittance requests at the Branch: Time stamp shall be provided manually on the receipt of transaction issued to you after accepting the request for Transfer;
- (b) Remittance requests through phone: Time of request shall be communicated to you by our representative, at the time of placing the request for Transfer.

You must ensure the correctness of the time stamp before accepting the same.

21.5.9 The service assurance shall not be provided under the following circumstances:

- (a) In case you provide incorrect/incomplete transaction details and/or Beneficiary details;
- (b) In case the beneficiary's account is not valid;
- (c) In case of system failure, technical errors and/or delay on part of intermediary banks or beneficiary banks in crediting the beneficiary account;
- (d) In case the circumstances are beyond our reasonable control, whether caused by strikes, power failures, equipment malfunctions, acts or omissions of any intermediary bank, war, riots (or threats thereof), governmental or court orders, work stoppages or similar occurrences or circumstances;
- (e) In case your account with us is not active and/or one where international transfers are not allowed;
- (f) In case additional document/information is required by the beneficiary bank for processing the transaction;
- (g) All transactions rejected by the beneficiary bank;
- (h) All transactions that are cancelled by you.

21.5.10 Money transfers through internet banking:

Money transfer instructions through internet banking may be set in the following ways:

Pay Now:

- a) All pay now requests will be processed as soon as the transaction details are confirmed by you online. Your Account will be debited following Your confirmation.
- b) Pay now requests will be executed at the exchange rate applicable at the time the transaction is confirmed by You. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing. Pay now requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your beneficiary's Account in India. For instructions in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.
- c) For requests set in INR, equivalent GBP amount will be calculated on the applicable exchange rate and debited from your Account, subject to the daily online transaction limit (see section 21.5.4 for limits).
- d) Pay now requests will not be processed if your Account does not have sufficient cleared balance, You have utilised all the daily online transaction limits (cumulative of all transfers processed on the day), or there is a system failure. The status and details of your request may be viewed on the transfer history page of your internet banking (link available on your internet banking, which displays history of your transfers to India).
- e) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your account.
- f) Once a pay now request has been confirmed by You, it cannot be changed.
- g) Service Assurance is applicable to all requests from the time they are accepted for processing.

Future Dated Transfer:

- a) A future dated transfer request will be processed on the date for which it has been scheduled. The transfer may be processed anytime during the day.
- b) Future dated transfer requests will be executed at the exchange rate applicable at the time the transaction is processed. The rate applied may/ may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- c) Future dated transfer requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your beneficiary's Account in India. For instructions in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.

- d) For requests set in INR, equivalent GBP amount will be calculated on the applicable exchange rate and debited from your Account, subject to the daily online transaction limit (see section 21.5.4 for limits).
- e) Future dated transfer requests will not be processed if your Account does not have sufficient cleared balance, or You have utilised all the daily online transaction limits (cumulative of all transfers processed on the day), or there is a system failure. The status and details of your request may be viewed on the transfer history page of your internet banking (link available on your internet banking, which displays history of your transfers to India).
- f) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your account.
- g) A future dated transfer request (which is in 'Active' status) may be deleted before 00:00 BST on the date for which it has been scheduled. A future dated transfer request will be automatically deleted in case the beneficiary to whom it has been set is deleted.
- h) Service Assurance is applicable to all requests from the time they are accepted for processing.

#### Standing Instruction:

- a) A Standing Instruction will be processed on the date for which it has been scheduled, depending on the frequency of transactions and number of payments set. The transfer may be taken for processing anytime during the day.
- b) The processing date under various frequencies (every 7 days, every 15 days, every month, every 2 months, every quarter, every 6 months) will be calculated as below:  
 Every 7 days – Next due date will be calculated as the 7th day from the last due date e.g. Standing Instruction set on 30/01/2011, will have due dates as: 30/01/2011, 06/02/2011, 13/02/2011, 20/02/2011, 27/02/2011, 06/03/2011 (if its not a leap year; next due date will be 05/03/2011 if it's a leap year).  
 Every 15 days - Next due date will be calculated as the 15th day from the last due date.  
 Every month – Next due date will be calculated as same date of next month e.g. Standing Instruction set on 10/01/2011, will have due dates as: 10/02/2011, 10/03/2011 etc. Standing Instruction set on 31/01/2011 will have due dates as 31/01/2011, 28/02/2011, 31/03/2011, 30/04/2011 etc. Next due dates will be calculated similarly for every 2 months, every quarter and every 6 month frequencies.
- c) Standing Instructions will be executed at the exchange rate applicable at the time the transaction is processed. The rate applied may/ may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- d) Standing Instructions may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your beneficiary's Account in India. For instructions in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.
- e) For requests set in INR, equivalent GBP amount will be calculated on the applicable exchange rate and debited from your Account, subject to the daily online transaction limit (see section 21.5.4 for limits).
- f) Standing Instructions will not be processed if your Account does not have sufficient cleared balance, or You have utilised all the daily online transaction limits (cumulative of all transfers processed on the day), or there is a system failure. The status and details of your request may be viewed on the transfer history page of your internet banking (link available on your internet banking, which displays history of your transfers to India).
- g) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your account.
- h) In case a Standing Instruction transaction has failed, the next due transaction will be processed on the scheduled date. The failed transaction will also be counted in the total number of payments set for the Standing Instruction.
- i) Status of various Standing Instructions set by you may be viewed on the 'Manage Standing Instructions' page of your internet banking.
- j) A Standing Instruction (which is in 'Active' status) may be deleted before 00:00 BST on the date for which it has been scheduled. A Standing Instruction will be automatically deleted in case the beneficiary to whom it has been set is deleted.
- k) Service Assurance is applicable to all requests from the time they are accepted for processing.

#### Rate Block:

- a) A rate block request may be defined for a period not exceeding 15 days.
- b) A rate block request will be processed on a date falling during the period defined, in case the actual exchange rate meets/crosses the desired exchange rate set by you. If the desired exchange rate is not met during this period, the rate

block request will get cancelled. All updates in the actual exchange rate during a day will be validated against the desired exchange rate. For example, if the rate desired by you is 72.00, and:

- The actual exchange rate is 72.00, your transaction will be processed at 72.00
  - The actual exchange rate is 72.20, your transaction will be processed at 72.20
- c) The rate block request will be executed at the actual exchange rate applicable at the time the transaction is processed, which may be equal to or greater than the desired exchange rate set by you. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- d) A rate block request may be set only in GBP, defining the exact amount to be debited from your Account.
- e) Rate block requests will not be processed if your Account does not have sufficient cleared balance, or You have utilised all the daily online transaction limits (cumulative of all transfers processed on the day), or there is a system failure. The status and details of your request may be viewed on the transfer history page of your internet banking (link available on your internet banking, which displays history of your transfers to India).
- f) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your account.
- g) Status of various rate block requests set by you may be viewed on the 'Rate Block' page of your internet banking.
- h) A rate block request (which is in 'Pending' status) may be deleted at any time during the period set as long as it is in 'pending' status. A rate block request will be automatically deleted in case the beneficiary to whom it has been set is deleted.
- i) Service Assurance is applicable to all requests from the time they are accepted for processing.

## 21.6 Exchange Rates/Charges

21.6.1 When You give instructions to us through any of our branches, telephone banking service (between 11 AM to 4 PM BST) or internet banking we will confirm the exchange rate for the Transfer before the instructions are confirmed by You. The exchange rate applied to the Transfer is the foreign exchange conversion rate prevailing on the day of successful initiation and completion of Transfer request.

## 21.7 Your Responsibilities

21.7.1 You can make the payment for Transfer towards the Registered Beneficiary from clear funds held by You in Your Account (through branch, telephone banking or internet banking). It is Your responsibility to ensure that there is Adequate Balance in your Account before You initiate a Transfer.

21.7.2 You will have to disclose the purpose of the Transfer and ensure that the use of the Service by You shall not in any way, directly or indirectly violate any law, statute, ordinance, contract or regulation in the originating and disbursing country including but not limited to gambling activities, or otherwise be in breach of the terms and conditions.

21.7.3 You are responsible for ensuring that the details concerning each Registered Beneficiary are correct and it is Your responsibility to verify the accuracy of details of the intended destination of the funds to be transferred and to accurately complete any form provided for the purpose of making a Transfer or using the Service.

21.7.4 As a user of the Service, You acknowledge and agree that for online money transfers, all relevant details of the transaction will be displayed on the confirmation page, including the Transfer amount and applicable Charges that will be debited from Your Account, and by clicking on 'I Agree' You confirm the Transfer. For each Transfer that we perform acting upon the instructions given by You, the Account will be debited for the Transfer amount and applicable Charges as soon as the Transfer is confirmed. You must ensure that Your Account has Adequate Balance while making a remittance using the internet banking service.

21.7.5 It is your responsibility to review Your Account statements regularly and other advices that we provide to You and to notify us promptly in case of observing any discrepancies.

## 21.8 Terms Specific to the Service

21.8.1 We shall be responsible for acting on Your instructions to affect a Transfer upon receiving clear funds, converting it into the foreign currency and transferring it to the Beneficiary Bank.

21.8.2 You will not be entitled to receive any interest on the funds being transferred while sums are in the course of being transferred.

21.8.3 If we are unable to credit a Registered Beneficiary's account, we shall notify you by post or e-mail on the registered address submitted by You at the time of account opening or through the customer service on the telephone number that is provided to ICICI Bank at the time of account opening.

21.8.4 To comply with relevant legislation when funds are transferred by us to a Beneficiary Bank the Transfer may need to be accompanied by details of (i) Your name (ii) Your address (iii) Your date and place of birth (iv) Your identification number or



national identity number and (v) Your Account number or a unique identification number allowing the transaction to be traced back to You. By using the Service You consent to us for providing such information.

## 21.9 Reversal/Cancellation/Refund

21.9.1 For any reversal/cancellation of a Transfer request initiated through any of our branches or through phone, we will deduct from Your Account a charge of amount GBP 10 for cancellation or other applicable service charges, like Beneficiary's Bank levies on the reversal request and a sum equal to the exchange rate loss that we may incur. There shall be no reversals/cancellation for any Transfer requests initiated online through internet banking.

21.9.2 If You request us for cancellation of a Transfer we shall try to do so on a best efforts basis depending on the stage of the Transfer of the funds and the stage at which the cancellation is requested. We shall not be liable if for any reason we are unable to cancel the Transfer. Further we will not reimburse any amount due to a drop in the conversion rates.

21.9.3 Once a Transfer has been made and the Registered Beneficiary account has been credited in accordance with the instructions provided by You, then any reversal of such Transfer will be subject to the Registered Beneficiary's prior written consent. We will not be responsible for obtaining the consent.

21.9.4 If You do not provide us with accurate, correct and complete information (in consistency with 20.10.2 below) or other reasons beyond our control as a result of which we are unable to Transfer funds to the Registered Beneficiary, we will refund the amount to Your Account after deducting the relevant Service Charges.

21.9.5 We reserve the right not to pass any gain to You if the reversal is the result of a non completion of transaction due to Your fault or there are sufficient reasons for us to believe that You intentionally wanted to profit due to currency trading.

## 21.10 Our Responsibility to You

21.10.1 We will inform You about the remittance amount, amount which will be received by the Registered Beneficiary, exchange rate, charges and value date over the counter if You initiate a remittance through any of the branches when a request is given face to face. For Transfer requests using the telephone banking service, the above details will be reflected in your monthly Account statement. For transactions initiated using internet banking, such details will be available on the Transfer history page of your internet banking logged in section.

21.10.2 In the event of any incomplete or incorrect information on the remittance transaction form or through telephone banking, we will notify You within 3 Working Days of the receipt of the request. The notification will include the reasons for keeping the Transfer on hold and Your requirement to rectify any errors that led to putting the Transfer on hold for want of complete and accurate information. However, in case of transfers to banks other than ICICI Bank Limited, India, you will get a notification within 3 Working Days of the date of receipt of rejection by the Beneficiary Bank to us.

21.10.3 Should any event outside our control (including industrial action) stop or delay us from performing our obligations towards You under the Service, then we may elect either of the following:

- (i) to postpone performance until we are able to perform the obligations or
- (ii) to terminate the Service by giving a 60 days notice to You.

## 21.11 Limitation of Liability

21.11.1 We reserve the right to set a limit on the principal amount of each Transfer, or to reject a proposed Transfer, each at our sole discretion.

21.11.2 We shall not be under any duty to assess the prudence or otherwise of any instruction given or Transfer made by You. We will generally rely without further enquiry upon written instructions given and actually received by us unless we have reasonable cause to believe that such instructions are incorrect, unauthorised or fraudulent.

21.11.3 We will be liable only for direct losses including and limited to losses arising as a result of not carrying out Your instructions correctly or unreasonable delay in doing so. However, in no event will our liability exceed the principal amount of the Transfer.

21.11.4 Provided that we have exercised reasonable care, we shall not be liable to you for any loss or damage suffered by You (insofar as we are not prevented from excluding such liability by law) as follows:

- (a) where we have acted upon Your instructions correctly;
- (b) where the Service is unavailable or delayed by any cause beyond our reasonable control (including without prejudice to the generality of the previous words in this paragraph) industrial action, communications failure or software or hardware failures;
- (c) if Your instructions are inaccurate, incomplete, or otherwise incorrect.

## 21.12 Indemnity

You will indemnify us fully against any actual, direct, indirect liability, cost, expense, damage, claim or loss which is caused to us as a result of acting upon your instructions or the breach of the terms and conditions by You.

## 21.13 Miscellaneous

21.13.1 These terms and conditions, together with the remittance registration form and any other items incorporated by reference, embody the entire agreement and understanding between You and Us of the Service and supersede all prior agreements.

21.13.2 If we do not enforce any of our rights that we may have under the terms and conditions, or we delay in enforcing them that does not prevent us taking any action to enforce our rights in the future.

## 22. Conduct of Your Account

22.1 Transactions are carried out during banking hours on working days, which means any day other than a Saturday, Sunday or bank or public holiday for England and Wales.

### 22.2 Borrowing from us

22.2.1 You must keep your account in credit unless an overdraft facility has been arranged.

22.2.2 For unauthorised overdrafts, we may charge our applicable fee each time your account goes overdrawn and inform you accordingly. We will also charge fee if your overdraft exceeds any agreed limit and notify you.

22.2.3. We may not pay a cheque or other item or allow a card or other transaction if it makes your account overdrawn or exceed any agreed overdraft limit. If we do pay the cheque or other item or card transaction and your account overdraws or exceeds any agreed overdraft limit, this does not mean that we have agreed to an overdraft or increased limit. You must immediately pay enough money into your account to cover the overdrawn amount or the amount that is over your agreed overdraft limit.

22.2.4 We may use any amount you have in your account and in any currency to settle the overdrafts in your name and/or joint account and we will inform you accordingly.

22.2.5 We may apply a temporary unauthorised overdraft to your account if we feel that it is a necessary to ensure your account is in order. If we do so, we will apply interest at the rate mentioned in our Rates and Charges leaflet.

22.2.6 If you request for a temporary overdraft, we may agree to provide you the same. If agreed, we will let you know the interest rate at the time of approving the overdraft. The interest will be accrued and debited from your account monthly

### 22.3 Electronic Instructions

If you wish us to act on electronic mail or other tele /electronic communications we will require you to authorise us to accept instructions, given by these modes, by signing a telecommunications mandate in the manner specified by us and agreeing to repay to us any losses we incur by doing so. Instructions received by us through secured channel of Internet Banking will be executed by us on Your behalf.

22.4 You cannot make any transfer or other payment if the operation of your account has been restricted by us and already notified to you. You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money. When you ask for such a transfer our customer service representative will inform you. For details on any restrictions on your account or details of the accounts between which you can make transfers and payments, please contact us.

22.5 In the event that a petition for a bankruptcy order is presented against you, then you agree that we may:

1. refuse to act on any instructions given by you or anyone else to make payments out of your account unless you have previously obtained an appropriate order from the court; or
2. set up a separate account in your name into which any of your future payments will be credited.

## 23. Liability

### 23.1 Making Payments

23.1.1 We will make payments based on the information we require you to provide us as set out in section B, clause 2. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

23.1.2 If you provide us with extra information to that specified by us, we will only be responsible for making the payment based on the information we have told you we require.



23.1.3 For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient.

23.1.4 If you have instructed us to make a payment, we are responsible for it being made correctly to the recipient bank. If required, we will prove to you or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in section B, clause 14. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account as appropriate.

23.1.5 If we do not carry out your instructions, delay doing so or do not do so correctly, we will be liable for any direct loss, including charges we may have placed on you at the time of execution of transaction and any resulting interest loss. We will not be liable to you for any indirect loss we could not reasonably be expected to foresee or to occur.

23.1.6 We will not be under any duty to assess the prudence or otherwise of any instruction given or Transfer made by you.

23.1.7 We will not be responsible for any unauthorised interception of e-mail or any other communication through whatever mode addressed to us or by us unless we have been negligent.

23.1.8 Provided we have exercised reasonable care we shall not be liable to you for any loss or damage suffered by you (insofar as we are not prevented from excluding such liability by law) as follows:

- where we have acted on your instructions
- where our services are unavailable or delayed by any cause beyond our reasonable control (including industrial action, and any system/hardware failure to work)
- if for any reason beyond our control, the operation of your account or our ability to you for any money in your account is restricted or otherwise affected
- if your instructions are inaccurate, incomplete, or wrong.

23.2 Pre-authorised payments such as direct debits

23.2.1 If you authorise a transaction, the following conditions apply:

- the exact amount of the payment is not specified when you give your authority, for example with a direct debit; and
- the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate ):

then provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

23.2.2 You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 23.2.1.

23.2.3 We will either make a refund or provide you with our reasons for refusing your request within 10 working days of either receiving your request for a refund; or receiving the information referred to in clause 23.2.2.

23.2.4 The Direct Debit Guarantee Scheme applies, in addition to clause 23.2.1, to direct debit payments.

23.2.5 The above clauses are not applicable for pre-authorised transactions on your debit card.

23.3 Unauthorised transactions

You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

- if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- law enforcement agencies may access and use this information.
- we and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities
  - Managing credit and credit related accounts or facilities
  - Recovering debt
  - Checking details on proposals and claims for all types of insurance
  - Checking details of job applicants and employees
- please contact us at [ukservice@icicibank.com](mailto:ukservice@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 information recorded by fraud prevention agencies from other countries.

While reporting fraud you will ensure that the reporting of the 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.

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.

## **24. Liability for unauthorised transactions**

- 24.1 If you act fraudulently, you will be responsible for all losses on the account. If you act without reasonable care, and this causes losses, you may be responsible for them.
- 24.2 Subject to clauses 24.2.1 to 24.2.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 23.3 (if we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if/when we have concluded that there has been no fraud and you have not been grossly negligent). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.
- 24.2.1 You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card or your account.
- 24.2.2 You will be responsible for all losses arising from unauthorised transactions on your account as result of:
- you acting fraudulently, or
  - you intentionally or with gross negligence failing to use your card, telephone banking services and/or Internet banking in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details), or
  - you intentionally or with gross negligence fail to notify us in accordance with section B, clause 8 of the loss or theft of any card, PIN, or other security or personalised details.
- 24.2.3 Your liability for the misuse of the card, unless we can show that you have acted fraudulently or without reasonable care, will be limited as follows:
- if someone else uses your card or someone else knows your PIN before you tell us it has been lost or stolen, 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 B, clause 8.
- 24.2.4 We will not be responsible to you if we fail to comply with any of the Terms in these Terms and Conditions:
- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
  - where our failure to comply is due to our obligations under law.

## **25. Payments into your account**

- 25.1 We shall credit to your account cash and cheques that are payable to you. In case of joint account, we will accept a cheque made payable to any one of you. However, cheques made payable to joint names cannot be credited to a sole account. In case you have deposited cash, it may be subject to additional scrutiny.
- 25.2 If you receive a payment in a currency other than the currency of your account, we will use the prevailing exchange rate as applicable at the time of conversion. If you would like to know the exchange rate used, please call us on 08081 31 41 51 (freephone from UK landline).
- 25.3 We can only accept responsibility for payments into your account after we have received and checked them
- 25.4 If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be

deducted. This may happen even if the funds are included in the balance of your account, you have used them to make a payment, have transferred or withdrawn all or part of them. If the deduction of the payment from your account would either make your account go overdrawn, we will treat this as an unauthorised overdraft. If we do so, we will apply interest and charges as mentioned in our Rates and Charges leaflet for the said unauthorised overdraft.

| Payment receipt type for payments into your account | Cut off time for us to receive the funds | Time when you will receive the funds |
|---|--|--------------------------------------|
| Internal transfers                                  | NA                                       | Immediate                            |
| BACS  | NA                                       | Same day                             |
| CHAPS   | 1600 Hrs                                 | Same day                             |
| SWIFT   | 1600 Hrs                                 | Same day                             |
| Cash deposit  | 1630 Hrs                                 | Immediate                            |

## 26. Suspension of debit cards or Internet Banking

- 26.1 We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of Internet Banking if we have reasonable grounds which relate to:
- the security of the card, or its suspected unauthorised or fraudulent use; or
  - the security of or the suspected unauthorised or fraudulent use of Internet banking.
- 26.2 We will normally give you advance notice (either in writing or by phone or through the branch) if we are going to suspend your use of your card or Internet banking. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of your card or Internet banking without notifying you where we have been unable to contact you in advance. We may also suspend your use of your card or Internet banking due to national or European legal obligations that apply to us.
- 26.3 We may deduct from your account the amount of any card transaction (and any charges relating to any such card transaction) despite that fact your card may have been returned or suspended at the time we make the deduction.
- 26.4 You can ask us to lift any suspension of your use of your card or Internet banking by calling us. However we may refuse to act on such a request if this would compromise our reasonable security measures or if it is unlawful to do so.

## 27. Interest Rates

- 27.1 You can find out about our interest rates by calling us 24x7 on 08081 31 41 51 (freephone from UK landline), visiting our website, looking at the notices in our branches or asking our staff. When you become a customer, we will give you information on the interest rates which apply to your accounts and when we will deduct interest or pay it to you. We will also tell you our website address, our customer service numbers and the other ways in which you can find out about charges and the interest rates on your accounts.
- 27.2 If you ask us, we will give you a full explanation of how we work out the interest. You may ask the same to our staff at any of our branches or to a customer service officer on 08081 31 41 51 (freephone from UK landline).
- 27.3 Interest will be paid on the cleared balance of your account at the rates decided by us which may vary from time to time. Interest is accrued daily on day end cleared balances and paid on the last business day of each month in your account. This means that interest is compounded monthly.
- 27.4 Interest will be payable net of basic rate income tax and the rate determined from time to time by HM Revenue and Customs or gross, subject to any required registration. You may reclaim income tax from HM Revenue and Customs if the amount deducted exceeds your liability to tax. If you are a higher rate taxpayer you may be required to pay additional tax to HM Revenue and Customs.
- 27.5 Changes to Interest Rates
- 27.5.1 When we change the interest rates on your accounts, we will update the information with our customer service and website

within three working days. To help you compare rates, the old rates will also be available with our customer service and on our website.

27.5.2 We may change interest rates applied to money you have with us in your account in the following ways:

- If the change is to your advantage, we will tell you about the change personally or by putting notices in our branches within 30 days of the change; and
- If the change is to your disadvantage, by telling you about it through personalised correspondence or putting notices in our branches at least two months in advance of making the change if you have any other account.

## **28. Charges**

- 28.1 When you open your account we will give you details of any charges for the day-to-day running of your account. You can also find out about these charges by calling our customer service, visiting our website or asking our staff. You can download the latest copy of our rates and charges from our website.
- 28.2 If we increase any of these charges or introduce a new charge, we will tell you at least 60 days before the change takes effect. We will tell you the charge for any other service or product before we provide it to you and at any time you ask.
- 28.3 If any sum due and payable by you is not paid on the due date you shall be liable to pay interest (both after as well as before any judgment) on such sum at such rate or rates as we may from time to time stipulate, from the date payment is due up to the date of payment.
- 28.4 We reserve the right to charge for additional services and to vary interest rates and charges from time to time.
- 28.5 We shall let you know the charges applicable to the current account at the time of account opening through our rates and charges schedule.
- 28.6 The telephone banking service is free of charge, but we reserve the right to add any charges for this service at a future date and may apply financial and other limits to telephone and computer/internet instructions from time to time and inform you.
- 28.7 When you give us any instructions on the phone to carry out a transaction or a service where there is a charge, our customer service officer will inform you of the charge and seek your confirmation before proceeding with the instructions.

## **29. Statements**

- 29.1 We will give you regular monthly account statements, unless this is not appropriate for the type of account you have. You will be able to access your monthly account statement in a secure PDF format by logging into your account online and downloading the same. Your PDF account statement will be available to view and download for 3 months after it has been generated. We will not charge you for this service. The statement will be provided in English language only. You will need to have Adobe Acrobat Reader installed on your PC to be able to view the statement.
- 29.2 Please contact us through email, phone or by visiting our branches if you wish to receive your statements by post. You can receive your account statements by post at no extra charge.
- 29.3 We will provide you with a statement every month, unless your account is dormant. Refer to section A clause 7 for information on dormant accounts.
- 29.4 You may choose to receive your statements by post at no extra charge. However, if you require a duplicate statement for a specific period on your account, you can request for the same. The duplicate statements will be provided subject to a charge. Ordinarily, duplicate statements can only be issued for periods not earlier than 36 months from the date of request.
- 29.5 Your statements will show all amounts added to or taken from your account since the previous statement along with details of individual transactions.
- 29.6 We may put messages on the statement about changes and new and existing products and services.
- 29.7 If you have a joint account we will provide the statement to each of you.

29.8 It is your responsibility to review your Account statements regularly and other advices that we provide to you and to notify us promptly in case you observe any discrepancies.

### **30. Changing the Terms**

30.1 We may change the terms in accordance with this clause. In all such cases, we will inform you by post, e-mail, secure e-message, a message on your statement, or in any other way. You can download the latest copy of our terms and conditions from our website. You can also request for a printed copy of our terms and conditions.

30.2 We may make changes to the terms and conditions provided in section B including changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least 60 days advance notice.

30.3 We may make changes to any charges in the rates and charges leaflet, including changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least 60 days advance personal notice.

30.4 We may make any other changes to the Terms, including changes to the basis on which we charge for operating/providing product(s)/service(s), in the following ways:

- if the change is to your advantage, we will tell you about the change personally or by putting notices in the national press or on our Rates and Charge at our branches within 30 days of the change; and
- if the change is to your disadvantage, by giving you at least 60 days advance personal notice.

### **31. Reasons for making changes**

We may make any change to the Terms under section B clause 30 for all or any of the reasons set out in this clause:

- if the change is favourable to you.
- following or in anticipation of and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- to reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- to reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- to make the Terms clearer.
- to reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring another bank or organisation.
- to reflect any change in the base rate or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- to reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- to improve the services we provide.
- to reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

### **32. What you can do when we tell you about a change**

32.1 When we give you advance notice of a change we intend to make, before the change takes effect, you may end this framework contract and close your account in accordance with section B, clause 33. There will be no charge for this. If you do not tell us that you want to end this framework contract, and if we do not hear from you as described in clause 32.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

32.2 If you do not accept a change made, then you must tell us before the change takes effect and we will treat this as notice from you to end this framework contract and close your account immediately in accordance with section B, clause 33. There will be no charge for this.

### **33. Closing your account**

- 33.1 You can request for closure your account with us at any time by writing to your branch or ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX.
- 33.2 On closing your account you must return any debit cards we have given you, any unused cheques and any computer banking software we have provided.
- 33.3 You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been debited from your account. We will recover any out of pocket expenses incurred during the closure of account.
- 33.4 We will forward by cheque to your last address, as notified to us, any balance remaining on your account after deduction of charges.
- 33.5 In case you require your tax certificate for your account(s) closed during the current year, you can place a request for the same with our call centre.
- 33.6 We may close your account at any time. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed. We will give you notice in writing immediately after your account has been closed. Examples of when we may close your account immediately are:
- 33.6.1 if you have significantly broken any of the Terms; or
- 33.6.2 there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts; or
- 33.6.3 if there has been or we suspect there has been suspicious activity on your account; or
- 33.6.4 if we have reasonable grounds to believe you have committed or are about to commit a crime in connection with your account; or
- 33.6.5 if you have not satisfied any money laundering requirements; or
- 33.6.6 if we have demanded that you repay an overdrawn balance on your account to us and you fail to do so.
- 33.6.7 if you have given us false information; or
- 33.6.8 if we believe you or someone else is using the account illegally; or
- 33.6.9 if threatening or abusive behaviour has been used against our staff.
- 33.7 We can also give you a new account number and/or transfer your account to another branch if we close or combine branches. If we plan to close or move your branch, we will tell you at least 8 weeks beforehand and 12 weeks beforehand if your branch is the last Bank within a one mile radius of your home. We will also tell you how we will continue to provide banking services to you.
- 33.8 We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches.
- 33.9 We may close your account for any other reason by giving you at least 60 days written notice.
- 33.10 In the event of the death:
- 33.10.1 In the event of death of the account holder, we will ask the personal representative of the deceased to provide proof of their authority and then transfer the balance to the personal representative. The account shall be frozen when we receive notice of the account holder's death.
- 33.10.2 In the case of joint accounts, if any one of the account holders should die, we are authorised to pay the balance of the account to the survivor(s).
- 33.10.3 We may decline to affect any withdrawal from an account where a depositor has died until we have received the correct forms relating to the estate.

### **34. Set Off**

We may apply any credit balance (in any currency) on any account you hold with us to reduce or repay any amounts that you owe us including amounts you owe us for overdrafts on your accounts along with any related charges. This applies to accounts held in your own name or jointly. If we do this we will tell you as soon as possible.



## C. Product Specific Terms and Conditions

### 1. Current Accounts

#### 1.1 Currency and Minimum Balance

A current account can only be opened in such currency and with such minimum balance as we may stipulate from time to time.

#### 1.2 Monthly Average Balance Charge

1.2.1 We will apply a monthly average balance charge on your current account, based on the average balance maintained in all your accounts with us, such as HomeVantage Current Account, SuperSaver Savings Account, SuperSaver Bond, Fixed Deposit or HiSAVE Accounts, for the respective month. The charges are detailed in the Rates and charges leaflet. This however does not apply for HomeVantage Salary account and Global Indian Accounts.

1.2.2 Any changes to the monthly average balance charge will be done following the terms presented in Section B, Clause 30.

1.2.3 The monthly average balance is calculated by adding your daily closing balance of all your accounts with us for the month and dividing it by the total number of days for that month. In case of a joint account, we will consider the balances maintained across all the accounts held by all the account holders for calculating the monthly average balance on the account.

1.2.4 The monthly average balance charge of a month will be automatically deducted from your account on the first date of the following month and will appear in your account statement as **Administration Charges**.

1.2.5 On all instances, where we were not able to recover the monthly average balance charge from your current account, we will try to inform you about the same.

1.2.6 If you hold more than one current account, then all your accounts with us will be considered for the application of the monthly average balance charge.

1.2.7 The monthly average balance charge will be applicable to dormant current accounts as well. We will not place the charge on accounts which are in a frozen state.

1.2.8 If we are not able to recover the monthly average balance charge from your current account for a particular month, then we will try to recover the same in the successive months. We will accrue all monthly average balance charges that were not recovered from your account and try to recover them in the later months.

The monthly average balance charge will not be applied to HomeVantage Salary accounts.

#### 1.3 Funding at the time of Account Opening

To fund your GBP variant of the branch based current account free of charge at the time of application:

1.3.1 Issue a Cheque in favour of ICICI Bank UK PLC A/C Customer Name. The account will be credited only for the cleared funds against the cheque, subject to fulfillment of the following conditions:

- a) The cheque is duly crossed, dated and signed by you
- b) The cheque is accompanied with the pay-in slip, duly signed by you
- c) The signature on the cheque matches the signature of the applicant as in the Account Opening Form
- d) The cheque is not for any amount less than 100 GBP.

In case your account opening cheque is returned unpaid, your account shall be debited of the charges as per the existing rate & charges schedule available in our branches and on our website [www.icicibank.co.uk](http://www.icicibank.co.uk)

1.3.2 Issue a Demand draft (DD) /Banker cheque in favour of ICICI Bank UK PLC A/C Customer Name. The account will be credited only for the cleared funds against the DD, subject to DD being accompanied with the pay-in slip, duly signed by you and the DD is not for any amount less than 100 GBP.

1.3.3 Deposit Cash at the branch. This will be applicable only at the branches. You should deposit the cash along with the pay-in slip as per the existing cash deposit process. The minimum deposit amount is 50 GBP and the maximum deposit amount may vary from time to time subject to the existing Anti-Money Laundering policy. For deposits above £2000, we will require a proof of funds as per clause 18.

#### 1.4 Other Terms and Conditions



We will provide you with GIRO credit slips to allow you to pay funds into the current account(s). You should complete the deposit slip in full and ensure that the copy of the deposit slip is stamped and initialed by the teller. In case you open a current account with us you will receive a cheque book, internet banking id & password along with debit card.

## **2. SuperSaver Savings Accounts**

### **2.1 Currency, Minimum Balance and Eligibility**

Currency- Great British Pounds (GBP) only

Minimum Balance – You will need to maintain a minimum balance of £500 to keep earning the higher rate of interest on your account. You will earn a lower rate of interest on the days when the balance is below £500. Please check our website link [http://www.icicibank.co.uk/savings\\_supersaver.html](http://www.icicibank.co.uk/savings_supersaver.html) to check the interest rates offered on the SuperSaver Savings Account.

Eligibility-

- I. You should have a linked Current Account with ICICI Bank UK PLC
- II. You should be at least 18 years old
- III. You should submit a valid proof of identity and address and undergo successful checks as per ICICI Bank UK PLC's policies viz. Anti-Money Laundering Policy

### **2.2 Interest Rates and Payment of Interest**

- i. Interest Rates are subject to change and may vary from time to time. You may enquire about the prevailing rates at any of our branches or by calling our free phone number 08081314151.
- ii. We will keep you informed about changes in the interest rates on your accounts by sending you a personal notice within 30 days of the change.
- iii. Anytime, if we reduce the interest rate to your disadvantage, we shall give you a 60 days notice and if you wish, we will also help you switch your account to a Bank of your choice.
- iv. Interest is accrued daily on day end cleared balances and paid on the last business day of each month in your account. This means that interest is compounded monthly.

### **2.3 Funds Transfer**

- i. You will be able to transfer funds to your Savings Accounts from any Bank Account
- ii. You will be able to transfer funds from your Savings Account only to your linked ICICI Bank UK PLC Current Account.

You may withdraw funds from your SuperSaver Savings Account by providing a written request giving details of where the funds are to be transferred. You may also do it online through the secure channel of internet banking.

### **2.4 Other Terms and Conditions**

- i. You will not be provided with a cheque book or Debit Card in respect of this account. However we will send you periodic statements updating transactions in your account. No overdraft facility shall be available with respect to such deposits. Therefore the terms relating to overdrafts shall not apply here.
- ii. At least once in a year we will send you a summary of all our savings accounts and their current interest rates unless your savings account has a balance of less than £500. This summary will also include:
  1. savings accounts that are no longer available; and
  2. details of how you can find out about the current interest rates that apply to our savings accounts.
- iii. We will also tell you the different interest rates which have been applied to your savings accounts during the year and any changes in the Bank of England base rate (unless we have already told you personally about these or if your savings account has a balance of less than £500).
- iv. If you have a variable-rate savings account with £250 or more in it and the interest rate has fallen significantly compared with the Bank of England base rate, we will contact you within a reasonable period of time to:
  1. tell you that this has happened;
  2. tell you about our other savings accounts and offer to help you switch to one of these savings accounts if you want to;
  3. tell you that you can withdraw all the money in your savings account; and
  4. give you a reasonable period of time to switch to another savings account or withdraw the money without any notice period or charges.

## **3. SuperSaver Bond**

### **3.1 Date of SuperSaver Bond**

The term of the SuperSaver Bond shall commence at the earliest date on which the Bank receives cleared funds in the

SuperSaver Bond account upon satisfactory completion of all documentation as required by the Bank.

### 3.2 Currency, Period and Minimum Balance

SuperSaver Bond can only be opened in GBP, with a certain minimum balance and for periods as stipulated by the Bank from time to time.

#### Eligibility

- i. You should have a linked Current Account with ICICI Bank UK PLC
- ii. You should be at least 18 years old
- iii. You should submit a valid proof of identity and address and undergo successful checks as per ICICI Bank UK PLC's policies viz. Anti-Money Laundering Policy

### 3.3 Interest Rates

1. Interest on the SuperSaver Bond(s) will be credited to your account at the rate(s) as may be prescribed by the Bank from time to time.
2. Simple interest is paid at the applicable rate for deposits
3. Interest will be paid monthly, quarterly or annually into your linked ICICI Bank current account depending upon the option chosen at the time of account opening.

### 3.4 Renewal Instructions

1. If you have chosen the option as Auto-renewal, then the deposit will be renewed at our prevailing market rates for the corresponding amount and tenure of the deposit as on the date of maturity. Only the principal will be re-invested and the interest would be credited to your linked current account.
2. If you have not requested us/the Bank to reinvest the funds, or given alternate instructions, then the deposit will become overdue on the next day of the maturity date of the deposit and no interest will be paid thereafter. We/the Bank will inform you if your deposit becomes overdue.

## 4. Terms and Conditions related to preferential rates

If the Bank has offered you a preferential rate on your SuperSaver Bond and you have selected auto-renewal as your renewal option, then the deposit will be renewed at the prevailing market rate corresponding to the amount and tenure of the deposit on the date of renewal.

## 5. Other Terms and Conditions

- 5.1 When you set up the SuperSaver Bond, or at any time thereafter, you may request us/the Bank (unless we/the Bank agree otherwise) on maturity of the deposit, to reinvest the funds including accrued interest for a further agreed term. We should receive the request for reinvestment of the funds and accrued interest at least 15 days prior to the maturity of the deposit.
- 5.2 Interest rates are fixed at time of release and no early withdrawals, closures or additional deposits are permitted during the term of your SuperSaver Bond. Interest rates are subject to change.
- 5.3 If any SuperSaver Bond matures on a day which is not a business day, the deposit shall be payable on the next succeeding business day. Interest will be paid up to the said business day and not the succeeding business day.
- 5.4 No early withdrawals from or premature closure of SuperSaver Bond is allowed before the end of the agreed term except in the event of death of the account holder or at the discretion of the Bank. This may result in a cost being incurred by you.
- 5.5 In the event of death of a SuperSaver Bond Holder, the deposit amount and the accrued interest will be paid on demand without notice or loss of interest. Where the SuperSaver Bond is in a joint name and one of the account holder dies, the survivor(s) may elect to transfer the deposit amount and accrued interest to his/her/their sole name(s) for the remaining term or may opt to receive the capital value and accrued interest without notice or loss of interest.
- 5.6 Funds in your account are only available on maturity.
- 5.7 The SuperSaver Bond needs to be maintained throughout its term.
- 5.8 We/the Bank will send you a deposit confirmation advice covering the terms of the SuperSaver Bond e.g. amount, tenor, interest rate etc.
- 5.9 You should have a linked Current Account with ICICI BANK UK PLC

## D. Other Terms and Conditions

### 1. Miscellaneous

- 1.1 Each condition in these Terms and Conditions is separate from all the other conditions. This means that if one condition is found to be void or invalid that will not affect the validity of any of the other conditions.
- 1.2 If we do not enforce any of our rights that we may have under these Terms and Conditions, or if we delay enforcing them, that does not stop us from taking any action to enforce our rights in the future.
- 1.3 In the event that any event outside our control (including industrial action) stops or delays us from performing our obligations to you, then we may elect either:
- 1.3.1 to postpone performance until we are able to perform our obligations; or
- 1.3.2 to close the account by giving 60 days notice to you.
- 1.4 You may not transfer any of your rights or duties. We are entitled to transfer all or part of our rights or duties or arrange for any other party to carry out our rights or duties under these Terms and Conditions.
- 1.5 Under UK legislation, all deposit monies held by you with us (as a bank authorised and regulated by the FSA) are, in the unlikely event of us ever becoming insolvent, protected. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. In respect of deposits with ICICI Bank UK PLC, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the Bank. Where two depositors hold a joint account, each depositor will receive a maximum of £85,000 compensation in respect of the claim, giving a total of £170,000.

#### **Important information about compensation arrangements:**

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

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

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

- 1.6 We reserve the right to vary or withdraw the services under these Terms and Conditions. We will tell you when we do this.
- 1.7 We may put financial limits on the transactions that can be carried out over telephone or through Internet.

This agreement shall be governed by and construed in accordance with the English laws and any dispute between you and us shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

### 2. Promotions

- 2.1 We may run promotions from time to time for you (by whatever name called), which may only be available to eligible customers.
- 2.2 We shall not be responsible or liable for any loss or damage suffered by you (insofar as we are not prevented from excluding such liability at law) for the performance, quality or any other aspect of any rewards, prizes or items manufactured or supplied by third parties in relation to any promotions.

### 3. Your Information

- 3.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not reveal your name or address or details about your accounts to anyone, including other companies in our group, other than in the following exceptional cases:
- if we are required or permitted to do so by any applicable law, regulation, legal process or governmental request;
  - there is a duty to the public to reveal the information;
  - our interests mean that we must give the information (for instance, to prevent fraud or for credit rating); or
  - if you ask us to reveal the information, and we have your prior written permission or request.

- 3.2 When you provide information to us, we will process that information in accordance with the Data Protection Act 1998, and any applicable laws.
- 3.3 We may use other companies in our group and/or subsidiaries to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected in accordance with data protection legislation, by a strict code of secrecy and security which all companies in our group, our staff and any third parties are subject to and will only be used in accordance with our instructions.
- 3.4 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. A fee may be payable by you.
- 3.5 You have the right of access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon request by you.
- 3.6 We require your prior written permission or request if we are asked to give a banker's reference about you.
- 3.7 We may record and/or monitor your telephone conversations and monitor electronic communications (including electronic mails) between us for security and training purposes. Any recordings made are our sole property.
- 3.8 If in trying to contact you by telephone, we are unable to speak to you, we may leave a message for you to call or contact us on any answering machine or with any person who answers our call.

#### **4. Credit Reference and Fraud Prevention**

- 4.1 When considering your application and where appropriate, from time to time, during your relationship with us, we will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. Whether or not your application is accepted, the agencies will record details of the search. We may use other methods (including credit scoring by electronic or other means) to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by us and other organisations if credit decisions are made about you, or other members of your household. This information may also be used for identification purposes, debt tracing and the prevention of money laundering as well as the management of your account.
- 4.2 If you make a joint application for a current account or credit, an 'association' linking your financial records with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your 'associates' will be taken into consideration in any future application for credit. The 'association' will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the credit reference agencies.
- 4.3 **Data Sharing**

We may record, exchange, analyse and use relevant information about you and your relationships with the companies in our group (including the nature of your transactions) for credit assessment, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf. Relevant information may also be exchanged with companies in our group and others, for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen.
- 4.4 We may exchange, analyse and use relevant information about you and your relationships with companies in our group, (including the nature of your transactions) to give you information (including promotions) about products and services (including mortgages), available from the companies in our group and those of selected third parties which may interest you by telephone, post, electronic mail, secure e-messaging, text messaging services and other means. You may communicate to us if you do not want to receive such information. You can write to us at ICICI Bank UK PLC, 5th Floor, Alperton House, Bridgewater Road, Wembley- HA0 1EH
- 4.5 **Crime Prevention and Debt Recovery**

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

If you give us false or inaccurate information and we suspect fraud, this will be recorded.

Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(s) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.
- 4.6 Where you borrow or may borrow from us, we may give details of your account and how you manage it to credit reference

agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

- i. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- ii. Law enforcement agencies may access and use this information.
- iii. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - checking details on applications for credit and credit related or other facilities
  - managing credit and credit related accounts or facilities
  - recovering debt
  - checking details on proposals and claims for all types of insurance
  - checking details of job applicants and employees
- iv. Contact us at [ukservice@icicibank.com](mailto:ukservice@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.
- v. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## 5. Financial Difficulties

- 5.1 We will consider cases of financial difficulty sympathetically and positively. Our first step will be to try to contact you to discuss the matter. If you find yourself in financial difficulties, you should let us know as soon as possible. We will do all we can to help you to overcome your difficulties. With your cooperation, we will develop a plan with you for dealing with your financial difficulties and we will tell you in writing what we have agreed.
- 5.2 The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we may be able to help.
- 5.3 If you are in difficulties, you can also get help and advice from debt-counseling organisations. We will tell you where you can get free money advice. You should also be aware that there are other companies that charge a fee for managing your debts. It is your responsibility to check the fees that may be charged before asking these companies to act on your behalf.
- 5.4 In certain circumstances we may pass your debt to another organisation or debt-collection agency. We will always choose reputable firms which also agree to follow the Code when arranging repayment. In other circumstances, we may sell your debt. We will always choose reputable firms if we do this.

## 6. Privacy Policy

We will not disclose any of your information outside the Group except:

- with your consent;
- to credit reference and fraud prevention agencies and identity and address verification organisations who may record and use your information and disclose it to other lenders, financial services organisations and insurers. Your information may be used by those third parties to make assessments in relation to your creditworthiness for debt tracing, fraud and money laundering prevention purposes. For further information please refer to our product specific terms and conditions and application form;
- to persons who act as our agents, service providers and business partners. Where we use agents, service providers and business partners this will be under a strict code of confidentiality and we will ensure that they have adequate security measures in place to safeguard your information.
- to anyone to whom we transfer or may transfer our rights and duties under your Customer Agreement or any other agreement we enter into with you; Where we are required or permitted to do so by law or regulation;
- any person or business (and their advisers) who might take over our rights or these over. After that, we may allow that person or business to use and share your information in the same way.
- to produce statistics and carry out research about fraud, our products or third party products we sell
- to third parties as part of the process of selling one or more of our businesses;
- to carefully selected third parties so that they can contact you about products or services that they think may interest you. We will not pass your information to third parties for marketing purposes if you have indicated that you do not want us to do this at the point where you submit your information while account opening.
- we may share your information with organisations working outside the European Economic Area. We will not do this unless we are satisfied that your information will be processed as securely as if we were processing it.
- we may use your information to assess financial risks.

## 7. Your statutory rights

Nothing in these Terms and conditions will reduce your statutory rights including your rights relating to described accounts or services, the fairness of Terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.

## 8. Complaints

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 24x7 on 08081 31 4151 (freephone from UK landline) 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)