

# Personal Banking Terms and Conditions



**Personal Banking - Terms and Conditions w.e.f 01-01-2021**

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## A. Introduction

These Terms and Conditions (Terms and Conditions) apply to the services and products made available to you, the customer, by ICICI Bank UK PLC (we or ICICI Bank). These Terms and Conditions should be read in conjunction with the:

- Debit Card Terms and Conditions;
- Internet Banking Terms and Conditions;
- Mobile Banking Terms and Conditions;
- Text Alert Service Terms and Conditions;
- Money Transfer to India – Account Holders; and our
- Privacy Policy, Website Terms of Use, the terms on the Account opening form(s) and the Remittance Form.

These are our standard Terms and Conditions on the basis of which we provide our products and services to you and these Terms and Conditions apply unless they are inconsistent with the terms that apply to specific products or Account(s). If there is any inconsistency, the terms relating to the specific products or Accounts will take priority and apply. For your own benefit and protection you should read these Terms and Conditions carefully and retain a copy in a safe place for future reference. If you do not understand any of the Terms and Conditions, please contact us for further information.

Additional or up-to-date copies of these Terms and Conditions are available on request. These Terms and Conditions are also available on our Website and in our Branches.

ICICI Bank UK Plc. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration Number: 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. We are an associate member of the British Bankers' Association. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. Our VAT number is 820 4369 48.

ICICI Bank UK PLC is a 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.

## B. Definitions

In these Terms and Conditions:

**“Account”** means a Savings or Current Account(s);

**“ATMs”** means an automated teller or cash machine operated by us or by someone else, where your debit card will be accepted.

**“Branches”** means branches of ICICI Bank in the United Kingdom.

**“Business Day”** means, in the United Kingdom, Monday to Friday, except public holidays. Saturday is also treated as a non-Business Day for payments, even though some of our Branches

are open for business on Saturdays.

**“CHAPS”** means same day electronic transfer of funds payments in GBP in the UK made through the Clearing House Automated Payment System.

**“Customer IDs”** means a unique number given to every customer.

**“Customer Service Centre”** means our customer services unit specified under “Contact Us” section on ICICI Bank UK Plc. website ([www.icicibank.co.uk](http://www.icicibank.co.uk)). This can be reached by calling on 0344 412 4444. (Calls to this number, use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls.)

**“Current Account”** means a Home Vantage Current Account

**“CVV”** Card Verification Value, these are the 3 digits on the back of your card, next to the signature strip

**“Debit Card payments”** means payments by a debit card for the purchase of goods or services (or both) either made in person or remotely by telephone, internet or mail order. These are only available to debit card holders.

**“Direct Debits”** means regular payments to a business or other organisation from your Current Account(s), which may vary in amount or date. Each individual payment is requested from us by the business or organisation and is authorized by you.

**“GBP”, “Sterling” and “£”** means the lawful currency for the time being of the United Kingdom.

**“GDPR”** is the General Data Protection Regulation and UK Data Protection Act 2018, the successor regulation to the Data Protection Act 1998 is a United Kingdom Act of Parliament which intends to strengthen and unify data protection for all individuals within the United Kingdom (UK).

**“Group”** means the ICICI Bank Ltd. group of companies, which means our subsidiaries, our ultimate holding company and its subsidiaries.

**“HiSAVE Account”** means HiSAVE Savings Account, HiSAVE SuperSaver Savings Account HiSAVE Super Savings Account – Bonus Saver, HiSAVE Bonus Saver Series 2, HiSAVE Bonus Saver and HiSAVE Notice Savings Account, together or separately.

**“Inactive Account”** means an Account in which no customer-induced transactions have happened in the last 24 months.

**“Internet Banking”** means the services set out in Section D – Channel of Payments under Internet Banking

**“Internal Transfers”** means payments made to an Account held within ICICI Bank.

**“Mobile Banking App”** means the software you download to use our Mobile Banking Services

**“Mobile Banking Services”** means the services set out in Section D – Channel of Payments under Mobile Banking

**“Money Transfers to India Service”** means payments to India (in INR), which are made using the money transfer services provided by us.

**“Personal Banking Accounts”** means accounts held by a Personal Banking customer such as Home Vantage Current account, SuperSaver Savings Account, SuperSaver Bond, SuperSaver Term Deposit, Recurring Deposit and Notice Savings Account, together or separately.

**“PIN”** means your personal identification number which is unique to you and is needed to be used at ATMs or verify a purchase of goods or services.

Revised payment service directive (PSD2) means a United Kingdom law under the Payment Services Regulations.

**“Rates and Charges Leaflet”** means the leaflet available on the Website or in our Branches detailing various charges applicable in relation to the services provided by us.

**“Savings Account”** means SuperSaver Savings Account

**“Same Business Day Payments”** or **“Same Day Payment”** means GBP payments made directly to the Account(s) of any person or organisation in the UK, Channel Islands and Isle of Man, which will be received by the payee bank at the closing on the same Business Day.

**“Service Request”** means a request placed by a customer through phone/online/email/branch.

**“Standing Order”** means regular payments you instruct us to make from your Account(s) to an identified recipient. These payments will be of an amount decided by you and continue until you tell us to change or cancel these.

**“SWIFT Payments”** means payments from your GBP, USD or EUR Accounts through any of our Branches.

**“Telephone Banking”** means the services set out in Section – Channel of Payments under Telephone Banking

**“USD”, “US Dollars”** and **“\$”** means the lawful currency for the time being of the United States of America.

**“User ID”** means the identification number we give you which enables you to use our Internet Banking Service.

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

**“We”, “us”** and **“our”** mean ICICI Bank UK PLC.

**“You”** and **“your”** mean the customer who has an Account(s) with us. If you have a joint Account(s), references to “you” include each of you together and separately unless otherwise stated.

## C. General Terms:

### 1. Opening a Personal Banking Account:

#### 1) Accounts can be opened by:

- An individual aged 18 or over; who are legal residents of the United Kingdom (UK), or India. If you cease to be eligible for the account, we may close it. (See condition 12 - Closing your Account)
- Two individuals in their joint names. We may allow up to a maximum of five individuals to open a joint Account.

#### 2) You can open a Current Account with us:

- By downloading ICICI Bank UK – I mobile app (available on Android and IOS),
- By visiting [www.icicibank.co.uk](http://www.icicibank.co.uk) website, or
- Complete an Account opening application form and submit at any of ICICI Bank UK Branches.
- You will be asked to provide independent documentary evidence of your identity and/or current address for fraud prevention and to comply with anti-money laundering regulations purposes. You will also be asked to confirm your tax residency for compliance with tax reporting legislation. The documents listed in the application form are not an exhaustive list and we may need you to provide other documents and/or information. We are also entitled to decline to open an Account.

### 2. For Joint Accounts

- 1) Any one of you may give instructions on the Account, including withdrawing the full balance, unless specified otherwise.
- 2) Any one of you may request information or enquire about any details on the joint Account.
- 3) Requests for additional Account opening in joint names as well as closure of existing joint Account, will need authorization by all joint Account holders.
- 4) Debit card and Internet Banking services are offered to each joint Account holder separately and any instructions relating to these services must be made by the relevant joint Account holder. For example, we will not accept a request to re-issue a debit card to a secondary Account holder if made by the primary Account holder.
- 5) All Account holder (s) will be jointly and severally liable for the Account or any money owed to us. This even applies if your relationship breaks down or, if applicable, you get divorced.
- 6) If in case of such difficulties, between you, one or both of you should contact us in writing and notify us that the relationship has broken down or inform us about the divorce. On receipt of such notice we will only accept instructions which have been authorised, by all the joint holders. We will not be responsible for any transactions made or instructions given by either of you prior to receipt of such notice.
- 7) If both of you agree in writing, a joint Account can be transferred into an individual Account in the name of one of you.
- 8) You can also request us to close the Account or for one or more of the Account holders' name to be removed from the Account. Such request needs to be authorised by all Account holder/s.
- 9) There may be instances when your Account may be blocked. This may happen, for example, in the circumstances of the Account holders becomes bankrupt.
- 10) We may disclose information to any of the Account holder/s we hold about the Account(s), such as information contained in your old bank Account statements. This means that where a sole Account is converted into a joint Account, information relating to the Account when it was a sole Account may be made available to any of the joint Account holders.
- 11) If any one of the Account Holder dies, the Account will be operated by the survivor(s).

### 3. Contacting each other:

- 1) We may contact you by various means such as by email, meeting in person, text message, post and/or telephone.

- 2) If you change your name or any contact details or any other information relevant to your Account, you should tell us promptly about those changes. We will contact you at the latest address, telephone number or email address that you have given to us.
- 3) We will not be responsible for any delays caused by postal authorities.
- 4) You can contact us by calling our Customer Service Centre number. Alternatively you may also email us at [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or write to us at ICICI Bank UK, PO Box 68921, One Thomas More Square, London E1W 9HB.
- 5) Where you have a joint Account then, unless you request otherwise, we will contact only the joint Account holder named first in our records. The first named Account holder is responsible for passing information we send to the other Account holders.
- 6) If any communication or Account information sent to you is returned to us as undelivered, we will try to contact you by telephone to establish the reason for the return. If we are unable to contact you then, for the safety of your Account, we will block all further transactions unless we hear from you.

#### 4. Authorising others to operate your Accounts

- 1) You can authorise another person to operate your Accounts 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.
- 2) In certain circumstances, the law may require us to allow someone else to operate your Account (for example, if you become bankrupt, or in the event of your death). In such circumstances, any power of attorney you have given earlier may become ineffective.
- 3) 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. We will not treat this as you breaking your security obligations because the person knows your security details.

#### 5. Changing your Account

- 1) Cooling off period: If you are unhappy about your choice of Account, you can cancel it within 14 days of:
  - The day the contract is entered into or
  - The day on which you receive the contract Terms and Conditions and other information on paper or electronically.

#### 2) Switching your Account outside ICICI Bank

If you decide to switch your Account to any other financial institution, we will give them information on your Standing Orders and Direct Debits within three Business Days of receiving their request. We will close or switch your Current Account without charge, when you ask us to do so. However, we may retain any credit balance until you have repaid any money you owe us.

- 3) We will refund any bank charges you have to pay as a result of any error or unnecessary delay by us when you transfer your Current Account to or from us.

#### 6. Inactive and Dormant Accounts

- 1) If you have not made any transactions on your Current and Savings Account for a consecutive period of 24 months, we will make your Account Inactive to protect you against fraud. We will inform you at least three months before making your Account Inactive.
- 2) The following transactions will not be allowed on an Inactive Account:
  - Cash or Cheque deposits or withdrawals
  - Renewal of a Debit Card
  - Issue of a cheque book
  - Change of address and contact details
  - Transactions through Internet Banking
  - Password reissuance
  - Operation on the linked Account
  - Fund transfers by Standing Order, Direct Debit, Internet Banking or manual instruction
  - Inward and outward remittance by CHAPS, SWIFT and Same Business Day Payments

- Opening up another Account
- Setting up Standing Orders
- Adding a joint Account holder to an existing Account.

- 3) No Physical Account statements will be sent for an Inactive Account.
- 4) To activate an Inactive Account, you will need to visit any of our Branches and provide us with proof of your valid Identity and current address. Alternatively, you can also send certified true copies of these documents to us at ICICI Bank UK, PO Box 68921, One Thomas More Square, London, E1W 9HB. To know more, Please call us on Customer Service Centre.
- 5) Your money in an Inactive Account will always be your property no matter how many years pass. Your Account will become dormant if no activity is initiated by you for a period of 15 years. It will then be governed by the provisions of Dormant Bank and Building Society Accounts Act 2008. If you ask us, we will tell you how to access your dormant Account.

## 7. Money laundering regulations

You will need to provide us with valid proof of your identity and address. We are required by law to check and verify your identity. We may do this electronically, using a reference agency, or ask you to provide for documentary evidence. We will check your identity when you apply to open an Account with us and may also do so at any time while you hold an Account with us or we provide you with services. We may delay or decline to process your application or provide any service until we have received a satisfactory evidence.

To meet our obligations we may ask you to provide documentary evidence of source of funds or source of wealth in connection with the opening and running of your Account or in connection with any transaction on your Account.

## 8. Important security information

- 1) You must take all reasonable precautions to keep safe and prevent the fraudulent use of your cards and security details (including PINs, passcodes, security numbers, passwords or other details such as those which allow you to use Internet Banking, Mobile Banking and Telephone Banking). These precautions include the following:
  - Always change the PIN or other security details we may send you and immediately destroy the slip giving you the information; never allow anyone else to use your card, PIN, passcode or other security details. If you do, you will be responsible for the money taken from your Account.
  - Do not keep a note of your PIN or passcode or other security details where anyone else might recognise it, for example by writing your PIN/ passcode and/or other security details on or keeping them with your card or other bank documents. If you think someone else knows your PIN, password, passcode or other security details please contact us immediately.
  - Do not choose security details which are easy to memorise such as sequences of letters, or numbers which may be easy to guess, for example your date of birth.
  - 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 off them safely. You should take simple precautions such as shredding paper containing such information.
- 2) 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 on our Customer Service Centre. To help us continually improve our services, in the interests of security and to comply with our regulatory obligations, we may monitor and/or record your telephone calls with us.
- 3) 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 68921, One Thomas More Square, London E1W 9HB, or you should destroy them. Cards should be cut diagonally across the magnetic strip into at least four pieces to destroy them.



- 4) We may 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. We recommend that you report any unauthorised transactions to the police within seven days. We may also disclose information about you or your Account to the police or other third parties like other law enforcement agencies if we think it will help prevent or recover losses.
- 5) If you find your card after having reported it lost, you must not use it again. You must cut the card diagonally across the magnetic strip into at least four pieces to destroy it.
- 6) Cards and PINs
  - Sign your card on the signature strip as soon as you receive it.
  - Never disclose the PIN or card security codes to anyone, 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.
- 7) Telephone Banking
  - When you will call us, we will confirm your identity using our security procedures (such as answers to questions about you) or when we request you to input your Telephone Banking passcode for automated verification on the IVR (Interactive Voice Response). We may not be able to assist you if we are unable to identify you as our customer since this is to protect the security of your Account.
  - When we call you, we will never ask for details of your password, passcodes 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.
- 8) Personal Internet Banking
  - Keep your personal computer safe and secure by using an up-to-date anti-virus, spyware software and a personal firewall.
  - Never disclose your online banking password. We will never ask you for your password.
  - Always access our Internet Banking by typing the Bank website address i.e. [www.icicibank.co.uk](http://www.icicibank.co.uk), into your web browser.
  - Do not access the Banks website from any link mentioned in any email or any message.
  - Never respond to any email that asks for confidential or personal security information. We will never send you such an email.
  - When shopping online, only make a payment via secure websites.
  - If possible, avoid disclosing sensitive Account information when using computers in public places/ Internet cafes. If this is not possible, take extra precautions. Ensure you log off your secure personal Account before leaving any computer.
  - Please be aware that if you intentionally pass on your security details to any person you will be in breach of your Terms and may be liable for any unauthorised transactions that occur on your Account as a result.
- 9) Mobile Banking
  - While using Mobile banking, you must keep your security details (like M-PIN, pin numbers, passwords) undisclosed and take steps to prevent unauthorised or fraudulent use of them.
  - You must close the Mobile banking app if you are not using it.
  - Please refer to our Mobile Banking Terms and Conditions for further details.

## D. Payment Services

The different types of transactions you can make from your Current Account are as below:

- Internal Transfers within ICICI BANK UK PLC.
- Same Business Day
- CHAPS
- SWIFT
- Money Transfers to India
- Standing orders
- Direct Debits
- Debit Card payments

- Cash Deposit and Withdrawals
- Cheques

Please refer to Definitions in Section A of these Terms and Conditions for an explanation of these different kinds of payment.

#### **1. Requirements for making a payment:**

When making a payment, you must ensure there is a sufficient available balance in your Account and you must provide us with correct and complete Payee or Beneficiary details. If you do not do so, we will not be liable for failing to make a payment or for making an incorrect payment, but we will make reasonable efforts to recover your funds (although we may charge you for this).

#### **2. SWIFT Payments (Payments that involve a foreign currency exchange):**

- 1) You can make payments from your Current Account, through any of our Branches. If you make a payment in a currency other than the currency of your Current 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.
- 2) If a payment made in another currency is returned, we will convert the amount back to the original currency at the exchange rate prevailing on the date of return of funds.
- 3) Any e charges incurred will be shared between you and the beneficiary. This means that charges made by our correspondent/intermediary bank will be charged to you and charges made by the intermediary/correspondent bank of the beneficiary's bank will be incurred by the beneficiary. In the case of cross currency transactions (other than from GBP to INR), you may choose between OUR charges (all correspondent/intermediary bank transaction charges are to be met by you), BEN charges (all correspondent/intermediary bank transaction charges are to be met by the beneficiary) or SHA charges (transaction charges made by our correspondent/ intermediary bank will be met by you and charges made by the beneficiary bank's intermediary/correspondent charges will be met by the beneficiary). In the absence of any instructions, the charges incurred will be SHA (Shared).

#### **3. Direct Debits:**

- 1) To set up a Direct Debit you must submit a Direct Debit instruction to the recipient.
- 2) The recipient of the Direct Debit will 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. Only then will we make the payment from your Account.
- 3) You can withdraw your agreement for Direct Debit payments to be made at any time by telling us via any Branch, calling our Customer Service Centre or Internet Banking by 12:00 noon on the Business Day before that payment is due to be made by us. You should also inform the recipient that you have cancelled the Direct Debit.
- 4) All Direct Debits received will be processed by us within 24 hours of receiving the request from the recipient or the recipient's bank.
- 5) If you think there has been an incorrect Direct Debit payment in GBP, you should tell us immediately so that we can arrange a full and immediate refund. You should do this even if the original error was made by the business or organisation that set the Direct Debit up. You should also contact them to let them know what you have done and why.

#### **4. Debit Card payments:**

- 1) You can pay for goods and services using your Debit Card in the UK and abroad at merchants who display a VISA logo.
- 2) Before we process a payment from your Account, we will require you to enter details of your PIN into a keypad or to provide a signature when you make a purchase or make a cash withdrawal from an ATM. For online, telephone or mail order transactions we will also require certain personal details and the three digit (CVV) card security number on the back of your card. We will advise the merchant or other supplier if we are prepared to authorise the payment to be made from your Account. To help us make a decision and to prevent

misuse of your Debit Card we may refer an authorisation request back to the merchant for further information. This may result in you being asked to produce further identification.

- 3) We will not be responsible if a merchant or other supplier refuses to accept your Debit Card for reasons beyond our control.
- 4) We will normally deduct from your Account the amount of a Debit Card payment made on the same day that we receive the request from the merchant. We will make the payment to the merchant on the same day or the day we receive the payment request from VISA.
- 5) We cannot cancel a payment made using a card once you have given your consent to make the payment to the merchant. You will need to contact the merchant separately. However, you can contact us (by visiting a Branch, calling our Customer Service Centre or via Internet Banking) to cancel a future dated payment that you have set up using your Debit Card (such as magazine subscriptions). These payments are also known as 'Recurring Payments' or 'Continuous Payment Authorities'. You can do this at any time before 3:00 pm on the Business Day before the payment is due to be made. We recommend that you also contact the organisation you are paying to cancel the payment.
- 6) If a merchant agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive clear funds from the merchant.
- 7) If you make a payment by Debit Card and the merchant does not claim the funds from us, we will refund this amount to your Account within 15 Business Days of the actual debit.

#### **5. Cash withdrawals:**

- 1) You can withdraw cash from your Account over a Branch counter or from an ATM that allows cash withdrawals and has a VISA logo. There is a limit on the amount you can withdraw each day from an ATM. Please refer to the Debit Card Terms and Condition for up to date information on withdrawal limits.
- 2) Cash withdrawals from an ATM will be deducted from your Account on the same day. For cash withdrawals at an ATM outside the UK, the amount of any cash withdrawal made in a currency other than GBP will be converted into GBP. See the Rates and Charges Leaflet available at our Branches or on our Website for charges that will apply.
- 3) For withdrawals over the counter at Branches, you must provide a proof of identity acceptable to us, and the cheque book or withdrawal slip available at branch. You cannot withdraw more than £2,000 over the counter in one day. If you wish to withdraw more than £2,000, you will need to contact your nearest Branch or Customer Service Centre, 1 Business Day in advance.
- 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.

#### **6. Cash Deposit:**

- 1) You can pay in cash at any of our Branches. We may ask you to complete a paying-in slip to do this. Counterfeit currency may be confiscated. You must not send cash to us by post.
- 2) If you pay cash at one of our Branches it will be added to your Account and treated as available immediately. It will be treated as cleared for interest calculation purposes on the same day.
- 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 and will be available for you to withdraw and will start earning interest (if applicable) from the same day. Please see paragraph 8 below for the treatment of cheques.
- 4) Other banks may allow you to pay in cash to your Account through their branches. The credit will appear in the balance of your Account three Business Days later. The cash is treated as cleared for interest calculation purposes (if applicable) two Business Days after it has been paid in at the other Bank.
- 5) There is no threshold or minimum amount for a cash deposit which requires proof of funds however there will be instances when a cash deposit may require further due diligence. In such cases we may request evidence of source of funds to be provided

#### **7. Cheques:**

- 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
  - You should draw a line through the unused space on the cheque so that it will prevent unauthorised people adding extra numbers and names
  - You must sign all alterations to cheques you issue.
- 2) When you write a cheque you must clearly write the name of the payee and you should also put some additional information, as this will help us to prevent fraud. If you are paying the cheque to a large organisation, financial institution, Bank or building society you may add further details on the payee line (e.g. H M Revenue and Customs re. XYZ (reference number).
  - 3) You can write cheques only in the currency of your Account.
  - 4) You should not issue a future dated cheque. If you do so and the cheque is presented to us before that date, we will not pay it.
  - 5) If we receive a cheque issued by you that is more than six months old we may decline to pay it.
  - 6) We may decide not to pay a cheque if:
    - There is not enough money in your Account or
    - The check has a technical irregularity (for example there is a difference in the amount in words and figures, or the signature is different to that held in our records) or
    - We have reasonable grounds to suspect fraudulent activity.
  - 7) You must tell us as soon as possible if you become aware that any cheque has been lost or stolen.
  - 8) If you issue a cheque and it is deposited outside the UK, we will deduct charges which we incur for transferring the money to the beneficiary. These charges may include SWIFT or foreign currency demand draft charges and postal charges.
  - 9) If you ask us to “stop” a cheque we will do so, provided:
    - The cheque has not been paid already
    - We receive the request to stop it before 11:00 am on the day the cheque is presented for payment and
    - You have provided sufficient details for us to identify the transaction, for example cheque number. Please refer to our Rates and Charges Leaflet for the stop payment charges
  - 10) When you issue a cheque from your Account, the amount will be deducted from your Account two Business Days after the beneficiary deposits the cheque into their Account. For example, a cheque paid in on a Monday will be deducted from your Account on 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.

#### 8. Standing orders:

- 1) On the day specified in the standing order, we will debit your Account. It will take one Business Day for the beneficiary bank to receive money. If the day specified in the standing order falls on a non-Business Day, we will consider it to be specified for the next Business Day.
- 2) If the standing order is not processed on the due date due to reasons such as there being an insufficient balance in your Account, we will not attempt to process the same instruction again. If you do wish to make the payment, you will need to contact us and provide separate instructions. We will continue to process all future Standing Instructions on their scheduled dates.
- 3) You can instruct us to stop or cancel a standing order by telling us at any Branch, by Customer Service Centre or by Internet Banking if:
  - The amount has not already been taken out of your Account or
  - We have not told the person to whom it is payable or their Bank that it will be paid or
  - You instruct us before 12:00 noon of the Business Day before which the payment is due.
- 4) If you wish to cancel a standing order which has been set up using the Internet Banking facility, we recommend you to cancel the standing order using Internet Banking. If you wish to cancel the instruction by visiting our Branch, you may need to tell the Branch staff that the standing order was originally set up online.
- 5) If you set up a standing order by visiting a Branch, you can cancel it at the Branch or using the Customer Service Centre service.

**9. Payments into your Account:**

- 1) We will credit to your Account cash and cheques that are payable to you. In the case of a 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 an Account in a sole name.
- 2) All UK electronic payments received between 9:00 am and 3:30 pm (UK time zone) on a Business Day, will be credited into your Account within two hours of receipt of funds by us.
- 3) All UK electronic payments received after 3:30 pm on a Business Day (UK time zone) or anytime on a non-Business Day, will be credited into your Account by 11:00 am on next Business Day.
- 4) If you receive a payment in a currency other than the currency of your Account, we will use our prevailing exchange rate as applicable at the time of conversion. If you would like to know the exchange rate used, please visit any of our Branches or call us on our Customer Service Centre.
- 5) We can only accept responsibility for payments into your Account after we have received and checked them.
- 6) Payment instructions received from the payer's Bank may be rejected by us if your Account is inactive, dormant or frozen. The instruction will then be returned to the payer's Bank within one Business Day, and funds will be credited into the payer's Account depending upon the clearing scheme supported by the payer's Bank.
- 7) If a payment is fraudulently or mistakenly paid into your Account or if a rejection is received from the payer's Bank for a previously received payment instruction, 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, or have transferred or withdrawn all or part of them. If the deduction of the payment from your Account makes your Account 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 unauthorised overdraft.

**10. Clearing cheques:**

- 1) The "clearing cycle" is the time taken for money paid into your Account to be added. All cheques deposited in our Branches by 2:00 pm (the "cut off time") will be processed the same day. All cheques deposited after the cut off time will be processed on the next Business Day and for the periods mentioned below will be treated as being received on the next Business Day. When you pay a GBP cheque from another bank in the UK into your Account with us:
  - We will deposit the cheque in your Account on the same day if we receive it before the cut off time
  - We will start paying interest (if any) on the cheque from the second Business Day after we receive it
  - The funds will be available for you to use from the fourth Business Day after we receive the cheque, but the cheque may still be returned unpaid up until the sixth Business Day after we receive it and
  - From the end of the sixth Business Day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your Account without your consent unless you have acted fraudulently. So, for example, if you pay in a non - ICICI Bank cheque on a Monday, it will start earning interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your Account after the following Tuesday (unless you have acted fraudulently). 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. 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 will be the owner of the funds on the sixth Business Day after the deposit of the cheque, and the amount of your cheque cannot then be debited from your balance without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 2) If cheques are deposited with giro slips at any other bank, you will earn interest from the second Business Day, but you will only be able to withdraw funds from the sixth Business Day.
- 3) If an amount is credited to your Account in error, we will earmark the relevant funds and notify you. The amount will be debited from your Account after that notification.

- 4) If a cheque is returned unpaid by the paying bank before the end of the sixth Business Day from the day it is paid in, we can take the money back out of your Account, even if you have already spent it or it puts you into an unauthorised overdraft. If this happens, we will let you know. We will apply interest and charges as mentioned in our Rates and Charges Leaflet.
- 5) We would accept cheques for clearing in GBP currency only.

**11. Same Business Day payments**

- 1) All UK GBP electronic payment requests placed at any of our Branches or online before 13:00 pm on a Business Day will be debited from your Account on same day and the payee’s bank will receive funds on the same day.
- 2) All UK GBP electronic payment requests placed at any of our Branches or online after 13:00 pm on a Business Day and anytime on a non-Business Day will be debited from your Account on next Business Day and the payee’s bank will receive funds on that Business Day.

Time of placing payment request at Branch/online	Debit in your Account	Transfer of funds to Beneficiary Bank in UK
Monday to Friday – before 01:00 PM	Same day	Same day
Monday to Friday – after 01:00 PM	Next business day	Next business day

Note: If a Bank holiday falls on a particular day between Monday-Friday, the same will be considered as a non-Business Day.

- 3) If payments from your Account are rejected by the payee’s Bank, we will credit your Account within two hours upon receipt of funds.

**E. Channel of Payments**

**1. Personal Internet Banking**

You can make some payments like UK GBP electronic payments, Internal Transfers and Standing Orders through Internet Banking by logging in to your Account using your user ID and password. Please also refer to our Internet Banking Terms and Conditions. Our Internet Banking service and Mobile Banking is a simple, safe and convenient way to access and manage your Accounts online.

**2. Mobile Banking Services**

You can also make immediate or next Business Day payment through using our Mobile Banking App. For further details please refer to our Mobile Banking Terms and Conditions.

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

- Apply for Current Account
- Check the balances on your Accounts;
- View up to the last 10 transactions on your Accounts (transactions under processing will not be shown and will only be reflected once successfully completed);
- Carry out transfers between your Accounts which are displayed within the Mobile Banking App;
- Carry out payments within UK bank Accounts;
- Carry out any other additional service that we may provide in future;
- Carry out Money Transfers to India.

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

**3. Telephone Banking Services**

- 1) You can use Telephone Banking for Accounts held solely or jointly by you.
- 2) Telephone Banking is available, provided that your identity can be verified by speaking to a customer services officer and completing security procedures.
- 3) To use Telephone Banking, call our Customer Service Centre on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls). 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) 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 related to your Account.
  - Money Transfer to India
- 5) 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. When you call us, we will confirm your identity using our security procedures, which may be such as answers to questions about your Account, or requesting you to input telephone banking passcode for automated verification on the IVR (Interactive Voice Response). On correct confirmation of this information we will act on your instructions. We advise you to keep your personal information safe and not to disclose it to third parties, as doing so could endanger the security of your Account. You must inform us without undue delay if you become aware of the any loss or theft of such information.
- 6) On satisfactory completion of the security procedures and acceptance of telecom mandate we will act on instructions given by you.
- 7) We may refuse to carry out any instructions if they are above a particular value, or if we believe there is a suspected breach of security.
- 8) We may terminate or suspend the Telephone Banking service at any time for reasons beyond our control. We will tell you about it at least two months in advance. We may not be able to provide you with this advance notice if we discontinue this service to protect the security of your Account or for reasons beyond our control.

#### **4. Debit Cards**

- 1) A Debit Card is a card which is linked to your Current Account and displays the VISA debit logo. It can be used to make purchases from merchants or suppliers for goods and services. It also allows withdrawal of cash from cash machine.
- 2) Issuing a card and Personal Identification Number ("PIN").
- 3) When you apply for an Account with us, you will receive a Debit Card to access and operate your Account. The PIN which is to be used with your card will be sent to you separately. We will not reveal your PIN to anyone else. The details of charges, if any, for your Debit Card are provided in the Rates and Charges Leaflet.
- 4) The card will be valid until the expiry date mentioned on the Debit Card and after such expiry date a new card will be issued. The card will be valid until the last Business Day in the month indicated on the card. If the card is lost or destroyed within the four year period specified, the card will be replaced.
- 5) From 2019 at the time of making a transaction using your debit card you will be able do it using two-factor authentication. Bank would offer any two security features for the elements of strong customer authentication categorized as 'knowledge' (something only the user knows), 'possession' (something only the user possesses) and 'inheritance' (something the user is).
- 6) You will receive our Debit Card Terms and Conditions with your card.
- 7) If your Account is in joint names, these Terms and Conditions apply to each cardholder.

#### **F. Money Transfer to India**

You can use your Current Account to make a payment in INR to a beneficiary in India using our Money Transfer to India Services.

A Current Account holder can avail the benefit of the Money Transfer to India services through any of our UK branches, Internet Banking and Mobile Banking. Payments can be made to any branches of ICICI Bank India or to non-ICICI Bank Branches in India using this service.

Please refer to our Money Transfer to India – Account holder Terms and Conditions for more details.

## G. Product Specific Terms and Conditions

### 1. Current Accounts:

1) Currency and minimum balance: A Current Account can be opened in GBP or any other currency which we may offer. A minimum balance, as we may specify from time to time, shall be applicable.

2) Monthly average balance charge:

- 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. If you have 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
- 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 Home Vantage 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.
- The monthly average balance charge for 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'.
- On all cases where we were unable to recover the monthly average balance charge from your Current Account, we will recover that charge during the first week in the next month.
- The monthly average balance charge will be applicable to all Current Accounts including active, inactive and dormant Current Accounts.
- The monthly average balance charge will not apply to blocked Accounts.

3) Funding at the time of Account opening:

To fund your GBP Current Account you may use any of the methods mentioned below.

- give us a cheque drawn from your UK based bank,
- deposit cash at the Branch or
- transfer the money electronically from your existing Bank Account, once the Current Account details are provided to you.

If your Account opening cheque is returned unpaid, your Account will be debited with the charges in accordance with the existing Rates and Charges applicable.

### 2. SuperSaver Savings Account :

1) Currency and minimum balance: No minimum balance is required and can be opened in GBP currency, only. Please check our Website to check the prevailing interest rates offered on the SuperSaver Savings Account.

2) Eligibility:

- You must have a linked Current Account with ICICI Bank UK PLC
- You must be at least 18 years old

3) Interest rates and payment of interest

- Interest is accrued daily on the day end cleared balance and paid into your Savings Account on the last Business Day of each month. This means that interest is compounded monthly



- Interest rates are subject to change and may vary from time to time. You may enquire about the current rates at any of our Branches or by calling our Customer Service Centre. For any change to Interest Rates, please refer to the clause no. 8 of the T&C, **Changes to Interest Rates**.

#### 4) Transfer of Funds

- The transfer of funds from and to your SuperSaver Savings Account can be made to your linked ICICI Bank UK PLC Current Account, only. You may withdraw money from your SuperSaver Savings Account by providing a written request giving details of where the funds are to be transferred. You may also do this online through the secure channel of Internet Banking or Mobile Banking.

### 3. SuperSaver Bond:

- 1) Currency, Term and minimum balance SuperSaver Bonds can only be opened in GBP with a minimum balance of £1000 and for periods as specified by us from time to time. The term of the SuperSaver Bond will start on the date on which we receive cleared funds in the SuperSaver Bond Account upon satisfactory completion of all documentation as required by us.

- 2) Eligibility:

- You must have a linked Current Account with ICICI Bank UK PLC
- You must be at least 18 years old

- 3) Interest rates

- 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 and for periods as specified by us from time to time.
- Interest is accrued daily at the gross rate applicable at the time the Account is opened and is paid monthly, quarterly or annually into your linked Current Account depending upon the option chosen.
- Interest paid on SuperSaver Bond(s) is simple interest and not compounded.
- At the time of maturity of the SuperSaver Bond, funds will be transferred to your linked Current Account. The deposit will not earn any interest from the day following the maturity date of the deposit.
- Interest rates are fixed at the time of release and no early withdrawals, closures or additional deposits are permitted during the term of your SuperSaver Bond.
- If any SuperSaver Bond is due for payment on a day which is not a Business Day, the deposit will be payable on the next Business Day. Interest will be paid up to the Business Day on which the deposit was originally due and not the succeeding Business Day.
- No early withdrawals from a SuperSaver Bond are allowed before the end of the agreed term. In exceptional circumstances withdrawal may be permitted before the term of the SuperSaver Bond concludes however this may result in loss of interest.
- If a SuperSaver Bond Holder dies or becomes bankrupt, the deposit amount and accrued interest will be paid without notice or loss of interest. If the SuperSaver Bond is in a joint name and one of the Account holders dies, the survivor(s) may elect to transfer the amount of the deposit and interest to their sole name(s) for the remaining term or may opt to receive the amount of the deposit and interest without any notice or loss of penalty interest.
- We will send you a deposit confirmation advice once the Account is opened and which will mention the details of the SuperSaver Bond e.g. amount, term, interest rate etc.

## H. Additional Terms and Conditions

### 1) Enquiries about an instruction

You can make an enquiry in respect of any instruction, whether made by you or another person, by contacting us on our Customer Service number, by writing to us on [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or in person by visiting at any of our Branches.

**2) Cut off times and Limits:**

- The cut off time is the time on a Business Day before which a payment instruction is treated as received by us for that Business Day. This means that if we receive a payment instruction after the cut off time, we will treat this for next Business Day. If we receive a payment or a payment instruction on a day that is not a Business Day, we will treat this for the next Business Day. Cut off times may vary for different types of payment and for different ways in which the payment is requested.
- If you ask us to make a payment immediately, you cannot change or cancel the payment instruction because we start processing it when we receive it.
- You can cancel a standing order and any other payment which you have asked us to make on a future date as long as you tell us before 12:00 noon of the Business Day before which the payment is due to be made.
- After any time limits for cancellation referred to in this paragraph have expired, you may cancel your instructions only if it is possible for us to do so.

Payment Type	How to request for a payment	General cut off time for giving us instructions	Maximum execution time	Payment limit	Can you arrange a payment to be sent on a future date?
Internal Transfers	Branch	4:30 PM	Same Day	NA	No
	Internet Banking	Anytime	Immediate to Next Business Day	20,000 per day	Yes
	Mobile Banking	Payments are unavailable during midnight to 7:00 AM	Immediate to Next Business Day	10,000 per day	No
Same Business Day Payment	Branch	1:00 PM	Same Day	100,000 per day	No
	Internet Banking	1:00 PM	Same Day	20,000 per Business day	No
	Mobile Banking	1:00 PM (PS: Mobile Banking Payments are unavailable between midnight to 7.00am)	Same Day	10,000 per Business day	No
CHAPS	Branch	1:00 PM	Same Day	NA	No
SWIFT	Branch	GBP 1:00 PM USD 1:00 PM EUR 10:30 AM	Same Day (This may take longer depending on the country, money being sent to)	NA	No

<b>Bankers Draft</b>	Branch	GBP 4:00 PM USD 12:00 noon	Same day for GBP drafts. Next Business Day for USD drafts	NA	No
<b>Standing Order</b>	Branch	GBP 4:00 PM USD 1:00 PM	Same day for internal transfer if request is received during general business hours.	NA £20,000 per Business Day. Refer Section D.8	Yes
	Internet	Anytime	Same or Next Business Day for external transfer and if request is received before cut off.	Refer Section D.8	Yes
<b>Cash Deposit</b>	Branch	4:30 PM	Immediate		No
<b>Cash Payment</b>	Branch	4:30 PM	Immediate		No
<b>INR Demand Draft</b>	Branch	4:00 PM	Same day		NA

**Modification and cancellation of payments**

Payment Type	Request Type	Modification/ Cancellation	
Internal Transfer	Branch	12:00 noon, a Business Day before we execute payment	Future dated internet transfer can be modified or cancelled before we send the payment.
	Internet Banking	Any time before execution date	Future dated internet transfer can be modified or cancelled before we send the payment.
Standing Order	Branch	12:00 noon, a Business Day before we execute payment	You can cancel a standing order at our Branches by submitting a request before 12:00 noon, a day before we execute payment.
	Internet Banking	Any time before execution date	You can cancel a standing order by Internet Banking as day before we execute payments.

**3) Authorization of Payments**

1. When we assess whether to make or 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.
2. We may delay or refuse to make or authorise a payment if:
  - We reasonably believe that you did not give us the instructions or;
  - Occasionally, for fraud prevention purposes, we may have to contact you to re-confirm some payments (example, high value payments) or ask for additional security information, if we reasonably suspect fraud or

it is prudent in the interests of crime prevention. In such cases we will confirm the transaction by establishing a contact with you as per the information we hold on our records for you. We may decline the payment requests if we are not able to contact you for the safety of your Account.

3. If we refuse to make a payment that you have requested we will inform you of this within 2 Business days. You can also contact us and we will tell you the reasons for the refusal of a payment and the procedure for correcting any errors that led to the refusal (unless a legal reason or certain other limited circumstances beyond our control prevent us providing this information to you).
4. We will act upon written instructions or recorded lines (as applicable depending on the method used for giving instructions) received by us. If we reasonably believe that such instructions are incorrect, unauthorised or fraudulent, we will refuse to act upon such instructions.

#### **4) Conduct of your Account**

1. When making a payment, you must ensure there is always a sufficient available balance in your Account. In case you enter into a transaction without having sufficient balance, we may allow an unarranged overdraft on your Account if we feel that it is necessary to ensure that your Account is in order. If we do so, we will apply the prevailing interest and charges as mentioned in our Rates and Charges Leaflet.
2. Each time your Account becomes overdrawn and we will inform you accordingly and you must regularize your Account immediately. Failing to do so, may affect your credit history.
3. We may not allow a payment, if it makes your Account overdrawn. If we do allow a transaction and your Account becomes overdrawn, this does not mean that we have agreed to an overdraft. You must immediately pay enough money into your Account to cover the overdrawn amount plus any interest accrued on unarranged overdraft, as per our rates and charges. .
4. We may utilize any amount you have in your Account(s) (in any currency) to settle overdrafts in your name and/or a joint Account. We will inform you before doing this, unless we reasonably think that you will move your funds in order to prevent us from applying the set-off. Please refer to provisions under "set-off".
5. We may ask you to sign a telecommunication mandate which authorises us to act on your instructions received by us through telephone and/or email.
6. If a petition for a bankruptcy order is presented against you, we may:
  - 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 and/or
  - Set up a separate Account in your name into which any of your future payments will be credited.
7. In an effort to combat fraud and to keep our customers safe, ICICI Bank has introduced alert services.
  - Our alert services helps you manage your money. If we have your correct mobile number or email address, you'll automatically receive a text (free of charge) and/or email, to alert you of the payments being made to and from your Accounts. These alerts may also help you spot any suspected fraudulent transactions early. We will not be able to send you these alerts, if you have opted for not to receive them. For more information please refer to our Text Alert Terms and Conditions.

#### **5) Liability**

1. Payments and Withdrawals
  - We will not be liable if your payment is delayed or sent to the wrong person because you gave us incorrect details. We will use reasonable efforts to recover the payment for you.
  - If you provide us with extra information to that specified/ required by us, we will only be responsible for making the payment based on the information we have received from you.
  - We shall not be liable to you for any loss or damage suffered by you if your instructions are inaccurate or incomplete
  - You will not be able to withdraw funds, make any transfer or other payment if the operation of your Account has been restricted by us. We may notify you about this but in some cases we will not be able to notify/inform, for instance, when we are under a legal obligation to not share information with you. For details on any restrictions on your Account, please contact us at any of our Branches.

## 2. Unauthorized transactions

- You should read your statements carefully on receipt or when they are available online. If you suspect that an unauthorised or incorrect payment has been made from your Account, please contact us immediately by visiting a Branch or through our Customer Service Centre service. If you do not tell us promptly and in any event within 13 months after the date the payment was debited, you will not be entitled to have any errors corrected or amounts refunded. Otherwise, and subject to paragraph 18.2 below, an unauthorised or incorrect payment which you have notified the bank of will be refunded after investigation by the relevant team and, where applicable, your Account will be restored to its position had the unauthorised or incorrect payment not taken place. We will have no further liability to you in relation to any unauthorised payment.

## 3. No Liability in Exceptional circumstances:

- We will not be liable for any losses suffered by you if we delay or refuse to process any payment if in our reasonable opinion it is prudent to do so and in the interest of crime prevention or in compliance with applicable laws including sanctions laws, regulations or any legal or regulatory requirements; or due to any unforeseeable circumstances which are outside our control if such delay or refusal is a consequence of checks carried out as part of the financial crime risk management activity of the bank or Group. The Bank shall not be liable for any failure or delay in performance of any of its obligations, under this Agreement, to the extent such failure or delay is due to a Force Majeure Event.

## 4. Liability for unauthorised transactions

- As per PSD2, you may be liable up to a maximum of £35 for any losses incurred in respect, of unauthorised payments from your Account From the use of a lost or stolen security details; or where you have failed to keep your security details and ATM card safe.
- You will be liable for all losses if:
  - i. You have acted fraudulently;
  - ii. You have intentionally shared your Account details with another person which allows him or her to make payments from your Account or
  - iii. You have intentionally; or with gross negligence failed to keep your security details safe.
- If you feel your Account details or security details have been compromised, please advise the bank immediately so we can make the necessary arrangements to safeguard your Account. You will not be liable for any losses occurring after you have notified us.
- You will not be responsible for any unauthorised payments where:
  - i. You have not yet received your security details; or
  - ii. These have been made by someone who has your security details and has used them without your authority to make a payment where the Account holder does not need to be present, such as the purchase of goods or services by telephone, over the internet or mail order.

## 5. Compensating us for loss

- You agree to indemnify us for loss or damage which is caused to us as a result of either of the following:
  - i. You have acted fraudulently; or
  - ii. You have not observed these Terms and Conditions and this was done intentionally or with gross negligence. The amount paid by you under this condition will represent a reasonable assessment of our losses. This may include the reasonable costs incurred by us in investigating and managing the matter as well as our reasonable legal costs. The protection provided by you under this condition will not apply if we deliberately or negligently caused the loss or if it is not consistent with relevant laws or regulations

## 6) **Suspension/ Restriction of services like Internet Banking, Telephone Services, Debit Cards:**

We may suspend, withdraw or restrict the use of our services where:

- We have reasonable grounds to suspect that your security details have not been kept safe;

- We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- We consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will endeavour to inform you at the earliest opportunity.

You can ask us to lift any suspension on your services by contacting 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.

#### 7) Interest Rates

- You can find out about our interest rates by calling our Customer Service number, visiting our Website or visiting any of our Branches. When you open an Account, we will give you information on the interest rates which are applicable to your Accounts, if any.
- When you have money in your Account (depending upon which Account you hold), you may be eligible to earn interest on it. If so, we will work out the interest due on the cleared amount in your Account at the close of business every Business Day. The interest, if any, will be paid into your Accounts on the last Business Day of each month, unless specified in respective product terms and conditions.
- Bank will not deduct any Income tax is from the interest you have earned on your Account(s).
- You must update us with any changes in your status or information such as your residential address or changes that are relevant to your tax affairs. Some services may no longer be available if your status changes (for example, if you become resident in another country). We may be required to pass information about you, directly or indirectly, to tax authorities or any other regulator.

#### 8) Changes to Interest Rates:

- When we change the interest rates on your Accounts, we will update the information with our Branches, call centre and Website.
- We may change interest rates applied to your Account:
  - i. If the change is to your advantage, we will tell you about the change within 30 days of the change and
  - ii. If the change is to your disadvantage, we will inform you before any other changes about in advance a period of 30 days. If you are dissatisfied with the changes, you will have a right to switch or close your Account without loss of interest or any additional charges.
  - iii. A change to a rate of interest would be notified, only where the balance of the Account is more than £100.

#### 9) Charges

- 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.
- If we increase any of these charges or introduce a new charge, we will inform you at least two months beforehand. If you are dissatisfied with the changes, you will have a right to switch or close your Account without loss of interest or any additional charges.
- If any amount is due and payable by you which is not paid by the due date, you will be liable to pay interest on such sum, as mentioned in our Rates and Charges.
- When you give us any instructions through Branches or Customer Service Centre, to carry out a transaction or a service where there is a charge, will inform you of the charge and seek your confirmation before proceeding with the instructions.

#### 10) Statements

- We will provide you monthly Account statements for your Accounts, free of cost at a minimum of monthly frequency. We will be sending you an email each month informing you that your bank statement for the previous month is ready to be viewed online. You will be able to access your monthly bank Account statement in a secured PDF format by logging into your Account, online. We will not charge you for this service.
- Please contact us through email, telephone 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.

- For the security of your Account we will not provide you with statements if your Account is inactive or dormant. Please refer to section B, paragraph 6 for information on Inactive and Dormant Accounts.
- You can ask us to send you a copy of a paper statement we have already provided but we will charge you for this.
- Your statements will show all amounts added to or taken from your Account since the previous statement along with details of individual transactions.
- We may use messages on or with your statements to tell you about changes to any of our Terms and Conditions or to other agreements or services you have with us.
- If you have a joint Account we will provide the statement to each of you.
- You should read your statements and tell us as soon as possible if you believe there is an incorrect entry.

### **11) Changes to these Terms and Conditions**

- We may change these Terms and Conditions from time to time.
- We will advise you of any such changes covered under these terms and conditions including changes to charges which are to your disadvantage, we will inform you at least two months in advance of the changes. If you are dissatisfied with the changes, you will have a right to Switch or close your Account without loss of interest or any additional charges.
- We will advise you of any changes under these terms and conditions, including changes to charges, which are not to your disadvantage, within 30 days of making such change.
- We will provide a copy of the new Terms and Conditions or a summary of the changes, on an annual basis. You can also view these Terms and Conditions from our Website.

### **12) Closing your Account**

- You can close your Account any time by visiting any of our branches or writing to us at ICICI Bank UK PLC, PO Box 68921, One Thomas More Square, London E1W 9HB. You should return any Debit Cards or unused cheques provided to you (cutting both before sending them).
- If you have a joint Account, we would require all joint holders to authorise closure of the Account.
- You must repay any money you owe us, including charges, the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken from your Account.
- Upon closing your account we will transfer the closure proceeds via Faster Payment to your specified external Bank account. We may also send you the closure proceeds by a Demand Draft, after deducting any money you owe us, if the account address is in the UK. Else, the closure proceeds funds would be transferred through SWIFT or Faster Payment modes.
- If your account does not have sufficient balance which takes the SWIFT/ Faster Payment or any other transfer charges, the Bank will not transfer the remainder amount left in your account. These charges will be considered by the Bank towards your account closure charges and a narration of 'Account Closing Charges' will be reflected in your account statement. The credit balance when lower than the transfer charges- will be debited.
- If you require your interest certificate for your Account(s) closed during the current year, you can make a request for this with our Customer Service Centre or any of our Branches.
- We can also close your Account by giving you not less than two months' notice before we close your Account.
- We can also close your Account immediately for any of the reasons below where we believe you have been, or may be:
  - i. seriously or persistently broken this agreement and any terms and Conditions applicable in any way;
  - ii. have become insolvent;
  - iii. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
  - iv. acting fraudulently;
  - v. weren't entitled to open your Account or use the service, or are no longer entitled to have the Account or service;
  - vi. haven't given us adequate information that we've requested about your liability for tax;
  - vii. behaving improperly (for example, in a threatening or abusive manner to our staff);
  - viii. giving us false information; or

- ix. using your Account for an illegal purpose.
  - x. you're using the Account for a purpose not covered by this agreement;
  - xi. by continuing the agreement, we (or another Group Company) may be exposed to action from any government, regulator or law enforcement agency;
  - xii. by continuing the agreement, we (or another Group Company) may break a law, regulation, code, court order or other duty, requirement or obligation, including compliance with any internal financial crime risk management activity;
  - xiii. there's been a breach of security or misuse of your Account, security details or a payment device; or
  - xiv. you're involved in criminal activity whether or not linked to your Account or your relationship with us.
  - xv. you're using your Account for purposes relating to betting, gambling, lotteries and such other similar transactions at betting/gambling shops, establishments and over the internet
- If we plan to close, move or significantly reduce the opening hours of your Branch (by 30% or more), we will tell you at least 12 weeks beforehand. We will also tell you how we will continue to provide Banking services to you, including your nearest Branch.
  - You must inform all third parties with whom you have arranged direct debits and standing orders of the closure of your Account. If someone sends a payment to your closed Account, we will take reasonable steps to return the payment to the sender.
  - In the event of your death:
    - i. 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 will be blocked when we receive notice of the Account holder's death.
    - ii. In the case of joint Accounts, if any one of the Account holders dies, we will accept instructions from the survivor(s) and the Account will pass into their name(s).
    - iii. We may not permit any withdrawal from an Account where an Account holder has died until we have received the correct forms relating to the estate.
  - Your Account cannot be used by any third party for their own purposes. We may refuse to process such transactions or close your Account without notice where we reasonably consider that such third party transactions have occurred in your Account.

### 13) Set-off

- We may use any credit balance (in any currency) on any Account(s) you hold with us to repay any amounts that you owe us, including amounts you owe us for unauthorised overdrafts on your Accounts, together with any related charges. This applies to Accounts held in your own name or jointly. We will inform you before doing this unless we reasonably think that you will move your funds in order to prevent us from applying set-off.
- We can exercise our right of set-off as described above even if there is a court decision against you or you are fined unless the court instructs us otherwise, or we are otherwise prevented by law.

### 14) Promotions

We may run promotions from time to time for you, which may only be available to certain eligible customers.

### 15) Your Personal information:

We will treat all your personal information ("your information") as private and confidential (even when you are no longer a customer). By "your information" we mean any information about you that you or third parties (such as credit reference agencies, fraud prevention agencies or third parties associated with you) provide to us. We will process your information in accordance with the Data Protection Act 2018 and the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, and any other applicable laws.

We and other Group companies will access, use, analyse and process your information in line with details provided in the Privacy Notice under section 'Purposes of processing'.



We will not disclose your information outside the Group or with third parties except for the reasons provided in the Privacy Notice under section 'Recipients or categories of recipients' :

- To government entities and regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions
- To persons who act as our agents and service providers. Where we use agents and service providers this will be under a strict code of confidentiality and the applicable data protection requirements will be equally applicable on them.
- To a third party to whom we transfer or may transfer our rights and duties under your customer agreement or any other agreement we enter into with you. We will transfer our rights and obligations only to those third parties whom we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you by us.

We will use your information to inform you by mail, telephone or email about products and services that may be of interest to you. You can tell us if you do not want to receive such marketing information.

Under the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018, you have the right to see the personal records we hold about you. You can ask Bank to provide this information after identifying yourself.

We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place for business purposes such as quality control and training, prevention of unauthorised use of our telecommunication systems and website, ensuring effective systems operation, prevention or detection of crime, and protection of your personal data.

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.

We will disable your Customer ID if you have closed all Accounts with us. We will continue to retain your personal details for a period of ten years after the end /closure of the relationship with us.

Under the provisions of GDPR Bank is required to obtain explicit consent from you to process your information held with us. The details of this requirement are given in detail in the Privacy Notice. Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. Additionally, you can find more information Privacy policy on our Website.

#### **16) Services of third party service providers**

From 2019 as per the provisions under Revised Payment Service Directive (PSD2) you can allow another third party service provider, with your clear and specific consent to make an online payment on your behalf. You are advised to exercise caution while giving your consent to a third party service provider and this should be done only with a registered or authorized service provider.

PSD2 obligates the customer to take all reasonable steps to keep their personalized security credentials related to payment instrument or an Account information service safe. This would include to safeguard your credentials known only to the Bank and you.

The Bank reserves the right to stop or block a payment instrument when we have reasonable grounds relating to its security, suspected, unauthorized or fraudulent use of payment instrument. However, before blocking or stopping a payment instrument we would contact you to inform our intention and reason for doing so.

#### **17) Credit reference and fraud prevention**

##### **1. 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 and administrative purposes. Relevant information may also be exchanged with companies in our Group and others, for audit purposes.

##### **2. 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.

3. 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.

#### **18) Financial difficulties**

- 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 and this is in relation to an Account held with us, 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 also confirm in writing what we have agreed.
- 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.
- If you are in difficulties, you can also get help and advice from debt-counselling 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. You should check the fees that may be charged before asking these companies to act on your behalf.
- In certain circumstances we may pass your debt to another organisation or debt-collection agency. We will always choose reputable firms which have subscribed to the Lending Code. In other circumstances, we may sell your debt. We will always choose reputable firms if we do this.

#### **19) 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 or the Citizens Advice Bureau.

#### **20) Complaints**

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

- Write to us at:  
Customer Relations  
  
ICICI Bank UK PLC,  
  
One Thomas More Square, London E1W 1YN
- Walk into your nearest ICICI Bank Branch and speak to a member of staff.
- Telephone: Customer Service Centre on 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or +44 2034785319 (if outside UK) to inform us of your concerns.
- Email: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)  
We will arrange for the right person within the bank to investigate and respond to your concerns. (You must not send us your password, or other information you consider confidential, by e-mail or post). In certain cases the responder may not be the same person who initially received your complaint but will be best equipped to help you.

We will send you an acknowledgement to let you know we have registered your complaint. We will aim to resolve your complaint within 3 Business Days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. If we do need more time, we will contact you to let you know. At latest, your complaint will be resolved within 8 weeks, and we will send you a final response letter which will detail our findings of our investigation. In the unlikely event that

you remain unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint you have the right to take your complaint to the Financial Ombudsman Service.

### **Complaints within scope of The Revised Payments Services Directive (PSD2)**

We will aim to resolve your complaint which fall within the scope of PSD2 within 3 Business Days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your complaints as soon as possible. If we do need more time, we will contact you to let you know. At latest, your payment service related complaints will be resolved within 15 Business Days extending to 35 Business Days in exceptional circumstances (What constitutes 'exceptional circumstances' will be determined on a case by case basis ) and we will send you a final response letter which will detail our findings of our investigation. In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 35 Business Days or holding response has not been sent within 15 Business Days of the original complaint, you have the right to refer your complaint to the Financial Ombudsman Service

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

The Financial Ombudsman Service

Exchange Tower London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Telephone: 0300 123 9 123 or 0800 023 4567

### **Online Dispute Resolution (ODR)**

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

## **21) Miscellaneous**

### **1. Applicable law**

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

### **2. Notice**

We may use any contact details you have provided us with, including your postal address, telephone number and email address for any notice or other communication we may make to you, or may deliver it to you personally. Any legal notices, summons or other process may be served upon you by posting the same to you or handing it to you personally. However, we may also serve process upon you by any other means permitted by law.

### **3. Circumstances beyond our control**

If we fail to perform our obligations towards you because of any event beyond our control such as war, riots, pandemics, governmental or court orders or similar circumstances, then we:

- Will try to perform such obligations as soon as reasonably practicable or
- We may close your Account by giving you two months' notice.

In such circumstances, you may also terminate this contract without any penalty.

### **4. Transfer of rights and obligations**

You may not transfer any of your rights or obligations in relation to your Account(s) or assign or transfer any Account(s) or deposit.

We may transfer all or any of our rights in relation to your Account. We may also transfer any of our responsibilities or obligations, or arrange for any other party to carry out our obligations, but only to someone we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you. We will give you two months advance notice before we make any such changes. You have the right to close or switch your Account within this two month period without incurring any penalty or extra charges.

#### **5. Relaxation of Terms and Conditions**

If we relax any of the Terms and Conditions this may be a temporary measure or a special case and we may enforce them again upon reasonable notice.

#### **6. Financial Service Compensation Scheme**

- We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a Bank is unable to meet its financial obligations. Most depositors - including most individuals and businesses - are covered by the scheme.
- In respect of deposits, from 30th January 2017, 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 us including their share of any joint Account, and not to each separate Account.
- For further information about the compensation provided by the FSCS (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 the FSCS on 0800 678 1100 or 020 7741 4100. Please note only compensation related queries should be directed to the FSCS.

#### **7. Client money**

As permitted under the FCA & PRA Rules, the Bank acts as banker rather than as trustee in respect of any money we hold on your behalf in an account with ourselves, including where any of your assets are realised upon termination of this agreement. As a result, the Bank will not hold your money in accordance with the FCA's Client Money Rules. In particular, we shall not segregate your money from ours and we shall not be liable to account to you for any profits made by our use as banker of such funds. Further, if the Bank fails, the FCA's Client Money Distribution and Transfer rules will not apply to any money that the Bank holds on behalf of the User and so the User will not be entitled to share in any distribution made under the Client Money Distribution and Transfer rules.