

## HiSAVE Savings Account

These terms and conditions apply to the HiSAVE Account (Yearly Interest and Monthly Interest option) (as the "HiSAVE Account"). They, together with our Internet Banking Terms and Conditions and our General Terms and Conditions, are a contract between you, the customer, and us, ICICI Bank UK PLC.

The HiSAVE Account is an online, variable rate, fast and easy access, savings deposit account. There is no requirement for you to open a current account with us in order to open a HiSAVE Account.

We are an Associate Member of the British Bankers' Association

### 1. Opening an account

1.1 HiSAVE Account can be opened only if you meet the following requirements:

- you are an individual, aged 18 or older, resident in the United Kingdom (but not including the Isle of Man or the Channel Islands) for at least one year at the time of opening of your HiSAVE Account; and
- you have an existing current account with a bank or building society in the UK ("bank") with electronic funds transfer, cheque book facility in your name and direct debit facility (the "nominated linked account"); and
- you have access to email facilities, and a valid current email address.

1.2 If you have not been resident in the UK for at least one year we may consider your request to open a HiSAVE Account if you already have a current account with us and you provide us with additional documents as requested by us.

1.3 When you apply for an HiSAVE Savings Account (Yearly interest option or Monthly interest option), we will not be able to open your account until we have carried out various checks. We must check your identity for fraud prevention and compliance with Anti Money Laundering regulations. If we cannot do the checks electronically and under certain other circumstances, we will ask you to provide independent documentary evidence of your identity and/or address (for example electricity bill as proof of your address and your UK driving license or your passport as proof of your identity). When you apply for the HiSAVE Account, we will let you know which documents we will accept as proof of your address and identity. If we do not receive such documentary evidence, as we require, and we are unable to open the HiSAVE Account within three months of the date of receiving your application we may ask you to reapply online to open a HiSAVE Account and provide fresh evidence of your identity. We reserve a right to decline your application if we are not satisfied with the identity documents you have provided us.

1.4 If you stop being eligible for the HiSAVE account, we may close your HiSAVE Account by giving you 30 days' notice. If for any reason you do not meet any of the requirements mentioned in Condition 1.1 you must immediately inform us about the same.

To open a HiSAVE Savings Account, you must make a deposit cheque of minimum £1 from your nominated linked account, which is in your name. If you are opening a single HiSAVE account, your linked current account can be either a Single account or a Joint account. However, if the linked account is joint current account, the cheque should be signed by one or all of the current account holders, as this may vary to reflect the operational set up of the account. If you are opening a joint account, the cheque must be from nominated linked joint current account which is in name of both of you.

The minimum deposit, which is to be paid from current account will be the nominated linked account and it must:

- have a cheque book for the account with your name (or joint names, whichever the case may be) pre-printed on each cheque; and
- be able to set up Direct Debits from the account.

1.5 If we have not received from you a minimum £1.00 cheque from your nominated linked account within three months of receiving your application to open HiSAVE account, we may reject the application and you may re-apply online to open a HiSAVE account.

1.6 When you send us a cheque it must be in your name and from the nominated linked account as stated by you in the HiSAVE Account online application form, for the initial deposit as mentioned. You must make sure that you add your 8 digit tracking number sent to you via e-mail by us immediately after your name on the cheque you send us.

Upon successful verification and receipt of cheque from your nominated linked account as per clause 1.6 above, we will open your account and send you the account information and internet banking login ID by e-mail within five working days from the date of clearing of the cheque. For security reasons, your internet banking password would be posted at your residential address separately. Using your login ID and password you can transact in HiSAVE Account. We strongly recommend that you change your password upon receipt by logging into your internet banking section. If you have opened a joint account we will send each of you a password and each of you must change your password upon receipt by logging into your internet banking section.

## 2. Communication between you and us

- 2.1 You and we will normally communicate with each other by telephone, internet or other electronic means. Your HiSAVE Account may be accessed through the internet via [www.icicibank.co.uk](http://www.icicibank.co.uk) (the "website") or such other internet link as we may from time to time advise you. If we communicate with you through post, we will use your residential address as per our records as your communication address.
- 2.2 For any queries in relation to opening a HiSAVE Account you can contact us by sending us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or you can write to us at ICICI Bank UK PLC, HiSAVE UK, PO BOX 867, Wembley, HA0 9DA.
- 2.3 After your HiSAVE account has been opened with us, you can communicate with us by sending us e-mails by logging into your HiSAVE account via the website. This is a secured and an authorized mode of communication between you and us.
- 2.4 If there are technical problems in logging into your HiSAVE Account or if you cannot access your HiSAVE Account for any reason you can contact our Customer Service Centre executives for assistance or send us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com).
- 2.5 If you want to prevent others from reading email or text or electronic messages we send you, you must set up your own protection system such as a password on your system whether it is at home or at work. You understand that we may not be able to prevent messages being monitored at your work.
- 2.6 When you telephone our Customer Service Centre or contact us through the website, we will use the account-related details and security details which you gave us when you opened your HiSAVE Account. You will not be able to operate your HiSAVE Account without them. We recommend that you use a touch tone phone while calling our Customer Service Centre.
- 2.7 If you have forgotten your password, you must call the Customer Service Centre, where one of our customer service executives will ask you security questions to ascertain your identity for regeneration of your password. While you are waiting for your new password to arrive, you cannot give us any new instructions (including, without limitation, changing to a new nominated linked account or changing your personal or contact details). If you have placed a request for a new password and are waiting for it to arrive, we request you not to use your old password as this will block the new password as well.
- 2.8 We shall send you the password for activation of your HiSAVE Account to your postal address given by you to us. Please note that we cannot send it at any other address. Please therefore effect any change in address prior to making a request for a new password.
- 2.9 You must have a touch-tone phone to access our Customer Service Center. Otherwise you will have to give instructions or get information about your account using our website ([www.icicibank.co.uk](http://www.icicibank.co.uk)). Also, if you forget your login ID and / or your password, you will not be able to operate your account online

## 3. Payments into your HiSAVE Account

- 3.1 To open a HiSAVE Savings Account, you must make a deposit cheque of minimum £1 from your nominated linked account, which is in your name. If you are opening a single HiSAVE account, your linked current account can be either a Single account or a Joint account. However, if the linked account is joint current account, the cheque should be signed by one or all of the current account holders, as this may vary to reflect the operational set up of the account. If you are opening a joint account, the cheque must be from nominated linked joint current account which is in name of both of you.
- 3.2 Apart from your first deposit, when we have set-up your HiSAVE Account, you can make more payments into it by:
  - Setting up a direct debit with us.
  - Setting up a standing order from another bank
  - Arranging with another bank or building society to make a payment (for example, by electronic transfer)
  - Transferring money from a current account you hold with us.

Cash or other forms of deposit are not acceptable. When making payments other than by cheque, you will have to give us or the bank or building society making the payment our sort code (30-00-81) and your HiSAVE Savings account number.

- 3.3 When we receive any cheque made out to you, we will send it to the bank issuing the cheque for payment. Each UK cheque paid into ICICI Bank UK accounts clear on the sixth working day from the date of the deposit of the cheque. We will open your fixed rate account on the day we receive clear funds but you will earn interest from the second day of presenting the cheque. However, if we receive a cheque, or an instruction to collect a payment electronically, after 1 pm or 1300 Hrs GMT or on a day that is not a business day, we will treat it as though we received it on the following business day. Also see clause 6.4 regarding the central clearing cycle.
- 3.4 a) When you make a direct debit request on the website for a specified amount of funds to be withdrawn from your nominated linked account and credited to your HiSAVE Account, we will use the Direct Debit set between your nominated linked account and your HiSAVE Savings account to pass this request to your bank. You can transfer only £ 100,000 per transaction into your HiSAVE Account. However, there is no limit to the number of transactions you can carry out each day. It usually takes four business days for us to receive the funds. This amount will be credited into your account on the same day on which we receive it and will start earning interest. However, these funds will be available for withdrawal only on the fourth business day from the day we receive your instruction.
- b) The Direct Debit set-up is governed by the Direct Debit Guarantee and if any money is wrongly taken by us from your nominated linked account under the Direct Debit Authority given to us, we will refund the money to your nominated linked account as soon as reasonably practicable. In order to do this we may seek additional information from you to establish whether money was wrongly taken by us from you.
- c) You must not cancel the direct debit instruction while you have the nominated linked account. Your direct debit instruction will expire if you do not use the direct debit facility within 13 months of the last date of use. If your direct debit mandate expires you will then need to set up a new direct debit mandate. Please contact us to set up a new direct debit mandate in case yours' has expired.
- d) We will normally act within one working day of receipt of your request to transfer funds. However, if we receive an instruction to collect a payment electronically, after 1 pm or 1300 Hrs GMT or on a day that is not a business day, we will treat it as though we received it on the following business day.
- 3.5 The minimum amount you need to transfer is GBP 1. If you set up a standing order from another bank or if there is an arrangement with another bank or building society to make a payment into your HiSAVE Account there is no limit on the maximum amount of funds you may transfer into your HiSAVE Account. However if you transfer funds from your current account with us you can only transfer up to £500,000.00 per day to your HiSAVE Account. There is however no limit on the number of transaction you can carry out each day if the amount is within the transferable amount.
- 3.6 We will not be able transfer funds between your HiSAVE Account and the nominated linked account unless we have a valid Direct Debit instruction for that nominated linked account.
- 3.7 Apart from the first deposit, you cannot normally ask us to transfer funds between your HiSAVE Account and the nominated linked account unless we have a valid Direct Debit instruction for that nominated linked account.

#### 4. Withdrawals from your HiSAVE Account

- 4.1 You can carry out transactions on your HiSAVE Account by using our website. Funds will only be transferred from your HiSAVE Account to a nominated linked account in your name with a bank with electronic funds transfer facility. Either you or we may request the transfer of funds at any time on one working day's notice
- 4.2 When you instruct us to transfer money to your nominated linked current account, the following will apply:
- We will immediately take the amount of payment from your account; and
  - The amount of payment will usually be available in your nominated linked current account three business days after your instruction (this may take an extra business day if you gave the instruction after 1 PM or 1300 Hrs GMT or on a day that is not a business day)
- 4.3 When you instruct us to transfer money to your nominated linked current account using our website, the following will apply:
- You can transfer only £ 50,000.00 per transaction from your HiSAVE Account. However, there is no limit to the number of transactions you can carry out each day.
  - We will normally act within one working day of receipt of your request to transfer funds. If we receive an

instruction, after 1 pm or 1300 Hrs GMT or on a day that is not a business day, we will treat it as though we received it on the following business day.

- 4.4 We do not charge for electronic transfers done through BACS.
- 4.5 We charge £20.00 if you want a CHAPS transfer to be made from your HiSAVE Account. A CHAPS transfer will be executed on the same working day if instructions are received by us before 11.45am on that day.

## 5. Confirmation of Instructions and Transactions

- 5.1 If you give us an instruction by calling our Customer Service Center, we will confirm it on the phone to you.
- 5.2 We will not give you written confirmation when we receive funds into your account. These amounts will appear on your account statements.

## 6. Operation of the Account

- 6.1 You can give us instructions either verbally, by telephone or through the website in respect of your HiSAVE Account. Generally we cannot change or stop an instruction given by you over the telephone or through the website (unless we inform you otherwise) because we start processing instructions when we receive them. If we are able to cancel your instructions we may charge you.
- 6.2 Before we act on instructions given by you by telephone or through the website you will have to answer the security questions which we may ask you. See also Condition 9 (Security). You agree that as long as we are given correct answers to the security questions referred to above and login ID & password (for internet banking) as part of our security procedures, we can (without getting further confirmation from you): act on any instruction to make payments into or out of an account; and release confidential information we hold about you and your accounts.
- 6.3 When you transfer money to your HiSAVE Account, we are sometimes given value for a payment before the transferring bank has checked that there are sufficient funds in your nominated linked account. The transferring bank (or BACS in some cases) may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Account along with the interest which we might have paid.
- 6.4 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 ICICI Bank UK accounts clear 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 savings and fixed rate accounts. 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 cheque and the amount of your cheque cannot be reclaimed from your balance without your consent to our doing 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.

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.

- 6.5 If you intend to transfer funds from your nominated linked account to your HiSAVE Account you must give us a direct debit instruction. You must not cancel the direct debit instruction while you have the nominated linked account. Your direct debit instruction will end if you do not use the direct debit facility within 13 months of the last date of use. If your direct debit mandate expires you will then need to set up a new direct debit mandate.
- 6.6 We will normally act within one working day of your request to transfer money from your HiSAVE Account to your nominated linked account. If the request is received after 1.00pm or on a day which is not a working day, we will act on your request on the next working day. It may take up to five working days for the transferred money to reach your nominated bank account if that account is not an account held with us.
- 6.7 You must notify us promptly if you experience any failure, delay or error in the website or in the operation of your HiSAVE Account or you suspect any breach of security or fraud.
- 6.8 Our records of your internet instructions will be conclusive unless they are clearly wrong.

- 6.9 If you act fraudulently you will be responsible for all losses on your HiSAVE Account. If you act without reasonable care, and this causes losses, you may be responsible for them. See also Condition 16 (Liability).
- 6.10 We reserve the right to remove, suspend or reduce access to the website and/or telephone banking services and associated services without giving you notice if we consider that there is a security or fraud risk.
- 6.11 You authorise us to act on the instructions given by you on the telephone or through the website whether or not those instructions are given by you, provided we are satisfied that all security measures have been complied with.
- 6.12 If you have given instructions over the telephone or through the website we may further require you to confirm those instructions in writing.
- 6.13 We can refuse to act on any instruction if:
- we have a good reason for believing that you did not give us the instruction;
  - the instruction is not clear;
  - we believe that to carry out the instruction would be unlawful, or would result in the breach of a regulation, code or other duty which applies to us; or
  - we believe that carrying out the instruction may damage our reputation.
  - it is to be performed in at a future date
  - it is condition on happening of certain event
- 6.14 We may apply financial and other limits to telephone instructions and instructions through the website from time to time. Wherever possible we will give you notice, but we may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.
- 6.15 We can refuse or delay acting on a request from you or ask for more details, for instance proof of identity if we think that it may not have been properly authorised, or may cause us to breach the law or a contractual duty, or we think your HiSAVE Account is being used for an illegal purpose, or because the anti-money laundering regulations prevent us from doing so. Routine maintenance, demand on the systems and other circumstances may result in it not being possible for you to access the website or may result in particular services being slow or unavailable. In all such events we will not incur any liability for any losses caused to you.
- 6.16 If you intend to change your nominated linked account you must inform us in advance. When you contact us we shall let you know what documents you need to send us to enable us to execute your request. Further, if you change your nominated linked account within 30 days of opening your HiSAVE Account or at a later point of time then we reserve the right to require enhanced due diligence information from you. The changed nominated linked account must be an existing account in your name with a bank with electronic funds transfer, cheque book facility in your name (or joint names, in the case of a joint current account) and direct debit facility.
- 6.17 If there is no withdrawal initiated by you or if your HiSAVE Account is unused, for two years, we may treat it as 'dormant' and restrict access to it. However, you will be able to make the HiSAVE Account live by following the dormant account activation process which is available on request to us. Please ask us if you would like more information on dormant accounts. In any event the money in the dormant account will always remain their property, no matter how many years have passed.
- 6.18 Please note that if you do not use your HiSAVE Savings account internet banking password for a period of 6 successive months your password shall expire. In such a case, please contact our Customer Service Center in order for a new password to be issued to you.
- 6.19 We may not accept instructions given by anyone who has 'Power of Attorney' (legal authority to act for you) unless we have to do so by law, or unless we choose to accept them.

## **7. Joint HiSAVE Accounts**

If you have opened a joint HiSAVE Account, the following additional terms apply:

- 7.1 Each of you is liable individually as well as jointly for the joint HiSAVE Account at all time. Please note that this applies even when your relationship breaks down. We may ask all or any one of you to carry out or perform all of the obligations as account holder. If there are any disputes that arise arising between the joint account holders, 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 authorized by both of you. In order to do this we may have to change the holding pattern of your HiSAVE account for which we may need additional documentation and conduct additional procedures. We will inform you of what documents we will need and accept, what additional procedures need to be performed and what changes we can carry out in the holding pattern of your HiSAVE account, when we receive such a request from 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.

- 7.2 We may give any information about your joint HiSAVE Account to either of you. You authorise us to act on the instructions given to us by any one of you. If there are any errors, you must let us know as soon as possible.
- 7.3 In the event of death of either of you the joint HiSAVE Account can be operated by the survivor(s).
- 7.4 A notice we send to one of you will count as a notice to all of you. We will send statements in your joint HiSAVE Account name to the first address listed for your joint HiSAVE Account.
- 7.5 Once your passwords are active, either of you can give us instructions, which means that either of you will be able to withdraw money from your joint HiSAVE Account without the other being involved. We do not have to confirm the instructions with the other account holder.
- 7.6 If we find out that either of you is, or may be declared, bankrupt, we may put a hold on your joint HiSAVE Account and refuse to pay out any amount from it until we receive joint instructions from the account holder who is not bankrupt and the trustee in bankruptcy of the other account holder.
- 7.7 Either of you may instruct us to:
  - Make payments or transfer amounts from the HiSAVE Accounts
  - Set up Direct Debits or standing orders from the HiSAVE Accounts
  - Close the account and then transfer the balance to a new account in only one of your names In the event of conflicting instructions from joint account holders we reserve the right to refuse to carry out any transactions or further instructions until the instructions are clarified and confirmed by both of you in writing through the secured channel.

## 8. Security and Access

- 8.1 When you complete the application form for your HiSAVE Account, we will ask you for other information which will be used to confirm your identity. When we have processed your application and opened your HiSAVE Account, we will send you your password by post. Whenever you contact us through the website, you will need to use your password and provide such other security information as we may request. However under no circumstances will we ask you for your password during any of our communications with you.
- 8.2 Your password and security details should be only used with your HiSAVE Account and not for other purposes than internet banking.
- 8.3 You must not tell or give anyone your password or security details or allow another person to use them to access the secure area of the website.
- 8.4 You should do everything you can to keep your password and security details secret, including, without limitation: making sure they will not be kept in any way that other users of the same computer can use or access them and making no record of them in writing. This includes browsers, favourites, screen prompts or "save password" features or any other software. Please ensure that you do not mention your password when you call our Customer Service centre.
- 8.5 You can give us instructions either verbally, by telephone or through the website in respect of your HiSAVE account. We may also address some of your queries through e-mail if the same is received from an e-mail ID registered with us at the time of application. If we cannot address the query over e-mail we will ask you to contact us through our website or by calling us at our Customer Care Centre. Other security details of your HiSAVE Account must also be kept securely and should not be disclosed to anyone unless you know who they are and why they need them. This includes giving full information to a bank official or the Customer Service Centre.
- 8.6 In order for us to check and address any issues, You must tell us, by calling the Customer Service Centre, or sending us an email, if:
  - you suspect or know, that someone else knows your password or other security details;
  - you have forgotten your password or security details;
  - if you become aware of any technical incident or other fault linked to the way in which you access your account which might put the security of our services at risk;
  - if you become aware of any irregularities with any third party payment procedures on other websites or elsewhere which may lead to your account being used or accessed by someone without your authority.
  - you think that an unauthorised person is trying to use your HiSAVE Account or that the password or security details could have been accessed by others.

As soon as you tell us, we will change the password and security details to prevent access to your HiSAVE Account by any unauthorised third party.

- 8.7 We can ask you to confirm instructions by telephone, internet and other electronic means if we feel this is appropriate before acting on them, but we are not obliged to do so.
- 8.8 We may from time to time post other security procedures and instructions on the website, and you should check these before you make requests on your HiSAVE Account. We may give security warnings and advice you on how to transact safely online.

## 9. Interest

- 9.1 We reserve the right to run promotions for new customers. These promotions may involve a higher interest rate than is available for existing customers. The current rate of interest payable on the HiSAVE Account will be displayed on the website.
- 9.2 We guarantee that the gross interest rate payable on your HiSAVE Account will be at least 0.25% above the Bank of England Base Rate, until 31 December 2007. From 1st of January 2008, our Annualized Equivalent Rate (AER) rate is guaranteed to be 0.30% above Bank of England base rate till 31st of December 2011. During this period we shall implement any applicable increase in our rates within 30 working days of an increase in the Bank of England Base Rate.
- 9.3 AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. As every advertisement for a savings product which quotes an interest rate will contain an AER, you will be able to compare easily what return you can expect from your savings over time.
- 9.4 Calculation of Interest - We will calculate interest on a daily basis on the total balance available in your account at the end of the day at the advertised gross rate on all balances of £1.00 or more. No interest will be paid on funds of less than this amount. Interest will be calculated from the working day on which we receive the funds into your HiSAVE Account. Interest will be paid on money transferred from your HiSAVE Account up to the day of but not including the day of transfer. If you have chosen monthly, we will pay interest once each month on the last day of each month, and, if the last day is not a working day, on the next working day. If you have chosen yearly interest option we will credit interest on 31st March of every year. For a new HiSAVE Account, interest accrued for the first month will be credited at the end of the second month. Interest is calculated and rounded off to the second decimal place.
- 9.5 Change of Interest Rate - We reserve the right to change the rate of interest at any time due the following reasons:
- A change of Bank of England base rate;
  - Changes in market conditions;
  - Changes in the cost of providing the account and relating services to you;
  - Changes in the law or regulations affecting us; or
  - A decision or requirement made by a court, ombudsman, regulator or similar organization.
  - We may change the interest rate on the account for any valid reason
- 9.6 We will communicate the change in interest rate to you by posting it on the website , informing the Customer Service Centre or writing to you by (post or e-mail) within 30 days of the change.
- 9.7 Tax Deductions - We are governed by the regulations issued by HM Treasury and deduct withholding tax from the interest paid on the deposits in your HiSAVE Account. We will pay interest net of income tax at the standard rate, unless you have told us you are a non-tax payer by sending us the appropriate HM Revenue and Customs form (available from us on request) completed to our satisfaction. If you have not followed this procedure but are a non-tax payer, you may be able to reclaim the tax from HM Revenue and Customs. Any interest paid before we are able to process your registration as a non-tax payer will be paid after deduction of tax. Please note that tax laws may change from time to time. If your circumstances change so that you need to pay tax on the interest on the HiSAVE Account, you must immediately tell us of the same.
- 9.8 The interest rate on HiSAVE Saving Account is variable. Details of our current rates of interest are available on our website ([www.icicibank.co.uk](http://www.icicibank.co.uk)). You can also get details by contacting us at our Customer Service Center (08081 31 41 51)

## 10. Statements

- 10.1 You may view statements of your HiSAVE Account by logging into your HiSAVE Account by using internet banking. The statements will remain online for 12 months from the statement date.
- 10.2 We recommend that you check your statement regularly. If there is an entry that seems to be wrong, you should tell us about it as soon as possible so that we can sort it out. Regular checks on direct debits and standing orders will help you ensure the money is going where you want it to.

## 11. Change in your information

- 11.1 If you change your address you must notify us immediately by sending us e-mails through the secured channel i.e by logging into your HiSAVE account via the website or by calling us on our Customer Service Center
- 11.2 You can also communicate with us as per Condition 2 of these Terms and Conditions if there is a change in your name, address, or phone number or e-mail address.
- 11.3 If we do not hold correct information we may make your account dormant to protect us both. We will not be liable for any loss caused to you due to the information being held with us not being updated. We may require documentary evidence to be provided for some types of changes. We will let you know which documents we will accept when you notify us of the change.
- 11.4 If you move to an address outside the UK you must inform us as soon as possible and you will need to close your HiSAVE Account. You also agree that you will pay to us any liability incurred by us in respect of HM Revenue and Customs or other body in the UK as a result of such change of address, whether you inform us of such change of address or not.
- 11.5 If our contact details change, we will tell you. If you write to us to give us notice (for example, to let us know that your circumstances have changed for tax purposes), the notice will not be valid until we have received it. If you send us any original, valuable or important documents, we recommend that you send them by special delivery.

## 12. Changes to these terms and conditions

- 12.1 If we decide to make any changes to these Terms and Conditions including our charges, we will notify you of the change by email, by placing a notice on the website or by putting a notice on your statement on the website.
- 12.2 Changes will normally be due to market conditions, the cost of providing a service to you, legal or other requirements, or any other good reason.
- 12.3 If we make a change to your disadvantage, we will advise you personally at least 30 days before we make it. At any time up to 60 days from the date we advise you, you may, without notice to us, switch your HiSAVE Account or close it without having to pay any extra charges. If any major change is made, or many minor changes in one year, we will give you a copy of the new terms and conditions or a summary of the changes. We may make any other change immediately and tell you about it within 30 days.

## 13. Charges

We do not normally charge for operating the HiSAVE Account apart from those charges incurred, for example, without limitation in respect of CHAPS transfers, associated with delivery outside the UK. However, we reserve the right to do so in the future and in this case we will send you an email at least 30 days before starting to make the charge. We may make a charge for any other services outside the HiSAVE Account. We may make extra charges for any extra services we provide we will tell you about these charges before we provide the services.

## 14. Our Rights over your Account

We will have the right to offset, or exercise a right to freeze funds in your HiSAVE Account, any claims we may have against you arising out of any other relationship between us including, for example, out of any other account you may have with us.

## 15. Liability

- 15.1 If we do not carry out your request or delay doing so or do not do so correctly, we will be liable for any direct loss as a result and the amount of any interest you did not receive from us as a result of our failure or late action or mistake. We will not be liable to you for any indirect losses or losses we could not have reasonably be expected to foresee.



15.2 Our responsibility in Condition 16.1 is subject to the following:

- we will not be liable to you if we fail to act on your request, or we do so late for any reason set out in these Terms and Conditions, or because we cannot do so for reasons outside our control. Such reasons include, without limitation, industrial action, communications failures, software or hardware problems and industrial disputes; and
- You will not be liable for any transactions on your HiSAVE Account that occur after you notify us that your security details may have been divulged to an unauthorised third party, unless you have acted fraudulently or without reasonable care, including by failing to follow the instructions in Condition 6 and we may be responsible if there is any unauthorised transaction, otherwise, we shall have no further liability to you.

15.3 You agree to protect us against loss if a claim is made against us, or a claim we make is defended, because of:

- a) something you have done (which you should not have done) or failed to do (which you were supposed to do) in connection with the products or services we provide to you; or
- b) you breaking this agreement;

This means that you are promising to pay us an amount which represents a reasonable assessment of our losses, liabilities, costs and payments (which would not have arisen otherwise) resulting directly from this sort of claim or defence or from you breaking this agreement. This includes the reasonable costs incurred by us in investigating and managing the matter as well as our reasonable legal costs.

15.4 The protection which you give us under Condition above will not apply if we deliberately or negligently caused the loss, liability or damage or as far as the protection is not consistent with relevant laws or regulations

## 16. Closure of HiSAVE Account

16.1 You may close your HiSAVE Account with us by logging into your HiSAVE Account using internet banking and writing an e-mail to the Account Manager (i.e by using the secured channel). For closing the HiSAVE Account you must give us three working day's notice after you have made arrangements satisfactory to us for the transfer of any funds in your HiSAVE Account, and you have paid all outstanding amounts due from your HiSAVE Account. In case you request for closure of your HiSAVE Account, the funds from your HiSAVE Account will be transferred into your nominated linked account only.

16.2 Under normal circumstances, we may only close your HiSAVE Account with us for any reason on giving 30 days notice to you.

16.3 We may close your HiSAVE Account immediately in exceptional circumstances. Examples of such circumstances are if we reasonably believe that:

- you are no longer eligible to hold a HiSAVE Account;
- you or someone else using your HiSAVE Account is doing so illegally or fraudulently;
- you have given us false information;
- it is not appropriate for a person authorised to give instructions on your HiSAVE Account to run it; or
- you have continually or seriously (or both) broken the terms of these Terms and Conditions.

16.4 In the event that we are required to transfer funds from your HiSAVE Account, and your nominated linked account is inactive for any reason or has closed, we will send to you by post a cheque for the relevant amount to the last address of which you have informed us.

16.5 If your HiSAVE Account is closed, it will not affect any legal rights or obligations which may already have arisen or which may arise as a result of these Terms and Conditions.

16.6 When any particular type of account is no longer available, we may close any account or accounts of that type you have with us. If we close your account or accounts:

- we will pay or transfer cash we hold for you, plus any interest built up in the account, to a nominated linked account (after deducting all amounts you owe us); and
- you must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your account or accounts.

16.7 If you owe us money on any account when or after we close it, and you hold another account with us that has money in it, we may use the money from that account to pay us all or part of the amount you owe us on the account that we have closed. If we do this, we will tell you about it.

16.8 If you are not happy about your choice of savings account within 14 days of opening it, we will help you to switch to a different type of ICICI Bank UK PLC account or give you your money back with interest. Interest earned will be at the interest rate applicable to the specific account for the duration of the investment. The interest received will depend on the number of days you invested and whether it was a cash or cheque investment. For cheque investments, the funds cannot be withdrawn until the cheque has cleared.

16.9 If you wish to close your account within this period we will need to have received written confirmation of your instructions to close by the 14th day following investment. Any notice period or interest penalty will be waived. If you decide not to exercise your right to cancel, your investment will be subject to the terms and conditions of your chosen account from the opening date and any applicable notice period or penalty will be applied on closure.

Please send instructions to close your account in writing with to the following address

To,  
ICICI Bank UK PLC  
HiSAVE UK  
P.O. Box 867  
Wembley HA0 9DA

## 17. Legal action against you

If we receive notice of a fine, a court order or a court judgment against you or any other account holder, we may refuse to allow withdrawals or transfers from your HiSAVE Account until the fine is paid or the legal process comes to an end. Any fine, court order or court judgment will not prevent us from exercising any right of set-off (using money which we hold for you, or which is due to you, to pay debts you owe to us) or enforcing any other 'security interest' (a right over something which we can take if debts are not paid). You are responsible for any losses, costs or expenses we have as a result of any dispute or legal action with someone else involving your HiSAVE Account.

## 18. Claims on your account

18.1 If another person makes a claim for any of the funds in your HiSAVE Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or controls funds in your HiSAVE Account, we may: put a hold on your HiSAVE Account and refuse to pay out any funds until we are satisfied that the dispute has ended; send the funds to the person who we have good reason to believe is legally entitled to them, or transfer the funds to the linked account; continue to rely on the current records we hold about you; apply for a court order; or take any other action we feel is necessary to protect us.

18.2 If we have acted reasonably, we will not be liable to you for taking any of the steps set out in Condition 19.1.

## 19. Data Protection

19.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). Information we hold will not be disclosed to anyone including other companies in our group, other than where:

- we have to give the information by law;
- 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
- if you ask us to reveal the information, or we have your permission.

19.2 We 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 in the UK, 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.

19.3 When you provide information to us, we will process that information in accordance with the Data Protection Act 1998.

19.4 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. A fee may be payable. We will tell you about the fee when you make a request to us and before executing your request

- 19.5 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.
- 19.6 If we are asked to give a banker's reference about you, we will need your authorisation over secured e-mail before we give one. This can be done by logging into your HiSAVE Account via our website ([www.icicibank.co.uk](http://www.icicibank.co.uk)).
- 19.7 We may record and/or monitor your telephone conversations with us for acting according to your instructions, for security and training purposes. Any recordings made are our sole property. If there is any dispute as regards the instructions given by you over telephone, we may use these records and they shall be conclusive unless you prove otherwise.
- 19.8 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 that answers our call.
- 19.9 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. The agencies will record details of the search whether or not your application is accepted. 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.
- 19.10 **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, product statistics, testing 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.
- 19.11 **Information about Products and Services**  
With your permission, 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, email, secure e-messaging, text messaging services and other. If you do not want to be contacted about other products and services you can send us a secured e-mail by logging into your HiSAVE internet banking via our website or call our Customer Service Center Number to place this request. However, this does not apply to general service update communication that we may send you from time to time.
- 19.12 **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.
- 19.13 If you give us false or inaccurate information and we suspect fraud this will be recorded.
- 19.14 Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) 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.

## 20. Transfer of Rights

- 20.1 We may transfer all or any of our rights in relation to your HiSAVE Account. We may also transfer any of our obligations but only to someone we reasonably consider capable of carrying them out. If this occurs, references to "we" and "us" and "ours" in these Terms and Conditions will be to references to the person to whom the relevant right or obligation is transferred.
- 20.2 If we transfer our rights and obligations under this agreement to another person or business, we may give you at least 30 days' notice. If we give you notice, and you continue to use your account or any service we

provide under this agreement (or allow any other person to do so) from the date the notice period ends you agree that:

- your existing and future obligations to us under this agreement will become obligations to the person we transfer our rights and obligations to;
- the person we transfer our rights and obligations to will take on all our existing and future obligations to you under this agreement;

20.3 You may not transfer any of your rights or obligations in relation to your HiSAVE Account.

## 21. Death

21.1 If you die or become unable to manage your HiSAVE Account, all payments made from your HiSAVE Account will be valid and binding on you and your estate if they were made before we received written notice of your death or inability.

21.2 In the event of death of the account holder (except in the case of a joint account holder), we will ask the personal representative of the deceased to provide proof of their authority and then transfer the balance to a nominated linked account and the policy for the nominated linked account of that bank will be followed. However, if the nominated linked account is inactive/closed the payment will be made in the name of authorised personal representative by an account payee cheque. The HiSAVE Account shall be frozen when we receive notice of the account holder's death.

21.3 In the case of joint accounts, if any one of the account holders should die, we are authorised to pay the balance of the HiSAVE Account to the survivor(s).

21.4 We may decline to effect any withdrawal from a HiSAVE Account where a depositor has died until we have received the correct forms relating to the estate.

## 22. Indemnity

You agree to repay and reimburse us fully for all losses and damage that we may incur due to us acting on your instructions in respect of your HiSAVE Account.

## 23. Complaints

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

Customer Relations,  
ICICI Bank UK PLC,  
5th Floor, Alperton House  
Wembley HA0 1EH

Or

- Walk in to your nearest ICICI Bank branch and speak to a member of the staff.
- Telephone: Customer Relations on 080 8131 4151\* to inform us of your concerns.
- Email to: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

23.2 We will then arrange for the right person to investigate and respond

(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 sent it, 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)

## 24. Financial Services Compensation Scheme

In the unlikely event that we are unable to repay the funds in your HiSAVE account, compensation may be available from the Financial Services Compensation Scheme. ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority and is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with ICICI Bank UK PLC, payments under the Scheme are limited to 100% of the first £50,000 of a depositor's total deposits with the bank. Where two depositors hold a joint account, each depositor may receive a maximum of £50,000 compensation in respect of the claim, giving a total of £1,00,000. Most depositors, including individuals and small firms, are covered.

## 25. General

25.1 If we relax any condition of these Terms and Conditions for you, this may be a temporary measure or a special case and we may enforce them strictly again at any time.

25.2 These terms are subject to the laws of England and Wales.