

# Terms and Conditions

Indian Rupee Travel Card



## TERMS AND CONDITIONS FOR ICICI BANK INDIAN RUPEE TRAVEL CARD

The following terms and conditions (“Terms and Conditions”) apply to the ICICI Bank Travel Card facility provided by ICICI Bank. For Your own benefit and protection You should read these terms and conditions carefully before availing ICICI Bank Indian Rupee Travel Card.

These are ICICI Bank’s standard terms and conditions on the basis of which it provides the ICICI Bank Indian Rupee Travel Card. If You do not understand any of the terms or conditions, please contact us for further information. Your use of the ICICI Bank Indian Rupee Travel Card will indicate Your acceptance of these terms and conditions.

ICICI Bank Indian Rupee Travel Card is issued by ICICI Bank and distributed by ICICI Bank UK PLC to customers in the United Kingdom (UK). ICICI Bank is incorporated in India and regulated by the Reserve Bank of India (RBI). ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited.

ICICI Bank UK PLC’s role is to solely distribute the INR Travel Cards to individuals in the UK and assist in facilitating the document to initiate relationship with ICICI Bank.

### Definitions

In these Terms and Conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise.

- **“ICICI Bank Limited”**, means ICICI Bank Limited, a company incorporated under the Companies Act, 1956 of India and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051. ICICI Bank is regulated and authorised to take deposits in India by the Reserve Bank of India.
- **“ICICI Bank”** means the issuer of the Indian Rupee Travel Card.
- **“ICICI Bank UK PLC”** refers to ICICI Bank UK PLC which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Its registered office is One Thomas More Square, London E1W 1YN. It is subject to the laws of England and Wales. ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Limited.
- **“Card”** means the ICICI Bank Indian Rupee Travel Card issued by ICICI Bank to the Cardholder.
- **Primary Card** – The card which is used to load money for the first time.
- **Secondary Card** - This card will be available along with the Primary Card and is to be used if You lose or damage the Primary Card.
- **Replacement Card** – The additional set of cards sent to You if both Primary and Secondary card are lost or damaged. There is an additional charge of INR 150 plus applicable service tax for the additional set of cards.
- **“You” or “Cardholder”** means such customer to whom the Card has been issued pursuant to an application by such person, and who is authorized to hold the Card.
- **“Nominated “Nominated Linked Account”** means the personal UK bank or building society current account of the Cardholder, provided at the time of application.
- **“ATM”** means an automatic teller machine displaying the VISA logo, for effecting cash withdrawals of Travel Funds.
- **“Applicable “Applicable Laws”** mean Reserve Bank of India (RBI) Regulations, rules framed under the Foreign Exchange Management Act 1999, Exchange Control Regulation of the RBI, all the rules and regulations framed under the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time in India.
- **“ICICI Bank ATM”** means an ATM owned and managed by ICICI Bank and displaying the ICICI Bank logo and where, amongst other things, the PIN may be changed.

## **1 Eligibility**

- 1.1. The Card is available to individuals aged 18 or over who are living permanently in the UK, not including the Channel Islands and the Isle of Man.
- 1.2. You must have a personal UK bank or building society current account with direct debit and electronic funds transfer facility in Your name (Nominated Linked Account).
- 1.3. You must have access to electronic mail (email) facilities, and a valid current email address. The issuance of the Card and use of the Card by the Cardholder shall be in compliance with the provisions of the Applicable Laws.

## **2. Your application for the Card**

- 2.1. We are required by law to verify Your identity and address. For these checks, we will ask You to provide independent documentary evidence of Your identity and address (for example electricity bill as proof of address or passport as proof of identity). Please note that we require true photocopies of Your documents along with originals at the time of applying for the Card. For more details on acceptable documents and certification, please visit [www.icicibank.com](http://www.icicibank.com) or [www.icicibank.co.uk](http://www.icicibank.co.uk)
- 2.2. We may refuse any application for the Card and will notify You accordingly.
- 2.3. The Card will be opened in Indian Rupees only, with a maximum balance of INR 200,000 and a validity period of 180 days. The card issued to you is a non-reloadable card, hence can be loaded only once.
- 2.4. This Card will be issued in Your name only. The Cardholder will be provided with a Primary Card and Secondary Card and a PIN for both the Cards.
- 2.5. The Card will not be issued in joint names. Upon issuance of the Card the Cardholder must sign on the reverse of the Card. The Card is the property of ICICI Bank and is not transferable.

## **3. Card activation, validity and Your obligations**

- 3.1. The Card may be used to access Travel Funds at all VISA enabled ATMs and VISA enabled electronic POS terminals at Merchant Establishments.
- 3.2. The Card will be valid only for Transactions in India.
- 3.3. The Card is valid until 180 days from the first use at a VISA ATM in India, after which the Card will be automatically closed. Any excess balance would be credited back to the customer's linked account within 6 working days.
- 3.4. The balance amount on the Card will be debited immediately by the amount of the Transactions. You must have sufficient funds in Your Card to perform any such Transactions and ICICI Bank will not be responsible for dishonoured transactions due to insufficient funds.
- 3.5. You will inform ICICI Bank in writing within 15 days from the transaction date of any irregularities or discrepancies that exist in the Transaction details at an ATM or Merchant Establishment on the statement of account made available by ICICI Bank. If notice is not received during this time, ICICI Bank will consider that the Transactions and the statement of account are correct and acceptable to the Cardholder.
- 3.6. Use of the Card for any purpose other than as stated under these Terms and Conditions is strictly prohibited and may result in cancellation of the Card by ICICI Bank. The Card cannot be used for making payments in any Country except India. ICICI Bank will not be responsible for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any unauthorized use.
- 3.7. There may be offers on the Card, provided by ICICI Bank or third parties. The information regarding these offers will be available on the Website.

#### **4. Security of the Card and PIN**

- 4.1. Treat Your Card in the same way You treat cash. Keep it with You at all times and never leave it unattended. Your Card is for Your exclusive use only. It should never be surrendered to anyone other than a designated bank officer at an ICICI Bank branch and only after cutting it into several pieces through the magnetic strip. Upon expiry or termination of Your Card, please cut Your Card into several pieces through the magnetic strip.
- 4.2. Do not disclose Your 4-digit ATM PIN to anyone under any circumstances. Do not write it on the Card or anywhere else. Simply memorise it and destroy it. It is also recommended that You change the PIN to a number of Your choice as soon as possible and change it at regular intervals.

#### **5. Loading of the Card**

- 5.1. The Card may be loaded subject to a maximum balance in the Card being INR 200,000. Any loading instruction that makes the total account balance on the Card exceed INR 200,000 will be declined. Any excess balance of INR 200,000 will be returned back to customer's linked account.

##### **5.1.1. Loading through online transfer:**

- 5.1.1.1. Transfer the funds in GBP to ICICI Bank UK PLC Account number – 76172238, sort code 30-00-81. In order to make a successful transfer You must enter Your 16 digit Card number in the payment remarks/payee's reference field.

- 5.1.1.2. The exchange rate applicable to the transfer will be the foreign exchange conversion rate available on the day of successful receipt of funds in ICICI Bank UK PLC's account.

- 5.1.1.3. The funds will be loaded in INR within two working days from the time of receipt of funds. Please note that bank holidays of both India and UK will be taken into account for calculating the working days.

#### **6. Card termination and balance transfer**

- 6.1. You may request termination of the Card before the automatic closure period and transfer the balance outstanding in the Card to Your Nominated Linked Account.
- 6.2. The balance would be credited back to the customer's linked account within 6 working days.

#### **7. Merchant establishment usage**

- 7.1. The Card is accepted at all VISA enabled POS Terminal in India only, which display the VISA logo.
- 7.2. The Card is for electronic use only and will be accepted only at Merchant Establishments that have an electronic POS Terminal. Any usage of the Card other than electronic use will be considered unauthorised and You will be responsible for such Transactions. Please note that the PIN is not required for use of the Card at the electronic POS Terminals.
- 7.3. You must sign the charge slip and retain Your copy of the charge slip whenever the Card is used at Merchant Establishments. ICICI Bank is not able to provide copies of the charge slip. You will be liable for any charge slip not personally signed by You but which can be proven, as being authorised by You.

- 7.4. Any charge slip signed by the Cardholder and received by ICICI Bank from the Merchant Establishment, will be considered as valid. However, if the Cardholder has notified ICICI Bank that there has been an unauthorised transaction and/or the Card / PIN has been misused, lost or stolen, then ICICI Bank will block the Card and / or PIN and will not consider any charge slip as valid from the time that ICICI Bank is notified.
- 7.5. The Card is accepted at any VISA Merchant Establishment in India. ICICI Bank will not accept any responsibility for any dealings the Merchant Establishment may have with You, including but not limited to the supply of goods and services. Should You have any complaint relating to any VISA Merchant Establishment, You should resolve the matter with the Merchant Establishment.
- 7.6. ICICI Bank will not be responsible for any charges levied by any Merchant Establishment over and above the value/cost of Transactions and debited to Your Card account along with the transaction amount.
- 7.7. The Card can be used at places where pre-blocking of an amount is required. This means, that a Merchant Establishment can block an amount on Your Card and subsequently adjust it against the actual bill amount. Typical examples include hotels during check-in.
- 7.8. The Card should not be used for any mail order/ phone order purchases and any such usage will be considered as unauthorized use.
- 7.9. The Card must not be used for payment of subscription to foreign magazines/ periodicals and any such usage will be considered as unauthorised.
- 7.10. You will be responsible for unauthorised use and transactions on the Card.

## **8. ATM usage**

- 8.1. The Card is accepted at all VISA ATMs in India only.
- 8.2. When You withdraw cash at any ATM, statements/receipts will be issued to You. ICICI Bank will consider these as valid. If You believe that an error has occurred, You should inform ICICI Bank within 15 days of the ATM transaction and we will verify the same. You understand that this verification will be final.
- 8.3. Where ATM services are provided by third parties ICICI Bank will not be responsible for any failure in the provision of such services.
- 8.4. You should handle the Card with care at all times and if there is any malfunction of the Card due to Your acts or any third party acts, ICICI Bank will not be responsible.
- 8.5. The availability of ATM services is subject to provision by the concerned service provider.

## **9. Fees**

- 9.1. All applicable fees will be debited from Your Card account. These fees are not refundable.
- 9.2. Transaction fees for cash withdrawals/balance inquiry and for any other purpose will be debited from the Card account at the time of cash withdrawal/balance inquiry or other such activities.

## **10. Card offers and discounts**

11.1. ICICI Bank may tie-up with various agencies to provide special offers and discounts on Your Card. ICICI Bank does not guarantee the performance of any of the special offers or discounts offered by any third party service providers or Merchant. You should refer all enquiries, complaints or disputes with the concerned third party service provider.

## **12. Disclosure of information**

12.1. ICICI Bank may request You to provide any information; records or certificates relating to the usage of the Card. ICICI Bank may verify the information provided by You. You understand that if You provide false information, Your Card may be cancelled by the Bank immediately.

12.2. ICICI Bank may disclose Your information to the relevant court of law, regulatory bodies or the Government.

12.3. ICICI Bank may disclose, in strict confidence, to other institutions, such information concerning the Card as may be necessary or appropriate in connection to its participation in any electronic fund transfer network.

12.4. When You withdraw cash at any ATM, statements/receipts will be issued to You. ICICI Bank will consider these as valid. If You believe that an error has occurred, You should inform ICICI Bank within 15 days of the ATM transaction and we will verify the same. You understand that this verification will be final.

12.5. The loss or theft of the Card should be reported to ICICI Bank immediately. Approach Your nearest ICICI Bank branch or send an e-mail to [customer.care@icicibank.com](mailto:customer.care@icicibank.com) or call the Customer Care at 1800 22 4848 or + 91 22 2830 7777 (in India) or 080 81 31 41 51 (in UK freephone from landline) to block the card. After receipt of the request, ICICI Bank will take all reasonable steps to block the Card immediately, but this may take some time and the Card will be blocked within 24 hours. Where ICICI Bank has taken all reasonable steps to block the Card and there is no unreasonable delay in blocking the Card, ICICI Bank will not be liable for any unauthorised transactions.

12.6. Loss or theft of the Card should be reported by contacting the Customer Care. You must confirm this in writing to ICICI Bank as soon as possible along with a copy of the acknowledged police complaint.

12.7. The Secondary Card will be activated at Your request and the balance will be transferred to the Secondary card.

12.8. You will be responsible for any losses, that may arise due to loss or misuse of the Card in the event that it is lost and not reported to ICICI Bank or lost and misused before ICICI Bank is informed.

12.9. Should You subsequently recover the Card, it cannot be used. You must destroy the Card by cutting it into several pieces through the magnetic strip. 12.10. A set of Replacement Cards can be provided if both the Primary Card and the Secondary Card are lost / stolen. You will need to call the Customer Care and request a set of Replacement Cards. You will be charged a nominal fee of INR 150 plus applicable service tax for a set of Replacement Cards. The Card will be couriered to the Indian address provided by You to the Customer Care. Once You receive it, You need to contact the Customer Care to activate the card.

### **13. Statements and records**

13.1 You can get details of Your transactions at any time by calling the Customer Care or using the mini statement facility at the ICICI Bank ATMs. You may also view Your statement online by using the internet banking facility offered by ICICI Bank. No physical statement will be issued to You by ICICI Bank.

### **14. Disputes**

ICICI Bank will make reasonable efforts to resolve a disagreement about a Transaction indicated by You within two months of the receipt of notice of disagreement. If after such effort ICICI Bank determines that the charge is correct, we will communicate the same to You.

### **15. Limitation of liability**

15.1. There is a limit of INR 200,000 on the principal amount of total transfer that You can make. You must abide by this limit at all times. ICICI Bank will reject a proposed transfer if it exceeds this limit.

15.2. ICICI Bank will take all reasonable steps to ensure the security of email or any other communications sent or received by it. However, ICICI Bank cannot guarantee the security of such communications.

15.3. ICICI Bank will be liable for losses which arise as a result of not carrying out Your instructions to load the Card correctly or an unreasonable delay in doing so and its liability will be limited to the principal amount to be loaded. ICICI Bank will not be liable for losses which could not be reasonably foreseeable by ICICI Bank.

15.4. Provided that ICICI Bank has exercised reasonable care, it shall not be liable to You for any loss or damage suffered by You (insofar as ICICI Bank is not prevented from excluding such liability by law) as follows:

15.4.1. Where ICICI Bank has acted upon Your instructions correctly;

15.4.2. Where the service of loading the Card is unavailable or delayed by any cause beyond the reasonable control of ICICI Bank, such as war, riots and other similar circumstances.;

15.4.3. If Your instructions to load the Card are inaccurate, incomplete or incorrect.

### **16. Compensating ICICI Bank for loss**

16.1. You will compensate ICICI Bank for losses and damages which we may incur as a result of acting upon Your instructions, and/or Your breach of these terms and conditions, including any fraudulent action by You. The amount paid by You under this condition will represent a reasonable assessment of ICICI Bank's losses. This includes the reasonable costs incurred by ICICI Bank in investigating and managing the matter as well as our reasonable legal costs.

16.2. 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 the relevant laws or regulations.

### **17. General**

17.1. You will promptly notify ICICI Bank by calling the Customer Care or in writing of any change to Your contact details or Your Nominated Linked Account

17.2.If You, by using the Card, draw an amount in excess of the Card balance available, You will pay ICICI Bank the entire amount overdrawn with the applicable interest and penalties. However, this does not mean that ICICI Bank provides any overdraft facility on the Card.

17.3.You will not use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by the Applicable Laws.

## **18. Termination**

18.1.ICICI Bank may cancel / withdraw the Card or any of the other services offered for valid reasons such as changes in market conditions, the cost of providing the service to You, legal or regulatory requirements affecting us. We will notify You of any such cancellation or withdrawal.

18.2.If You decide to terminate Your Card facility, the Card will be cancelled and You must immediately destroy the Card. Any outstanding Card Transactions will be debited from the balance prior to ICICI Bank transferring the remaining balance to Your Nominated Linked Account.

18.3.In the event that You decide to terminate the use of the Card, You should inform us. It may take up to 10 working days to process Your request. We will inform You when Your card facilities have been terminated. You will be responsible for all the Card facilities and related charges incurred on the Card until the date of termination.

18.4.ICICI Bank will terminate the Card facility immediately and the Card must be returned to ICICI Bank if any of the following events occur:

18.4.1. Failure to comply with these terms and conditions

18.4.2. You become the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.

18.4.3. Your death

## **19. Regulation**

ICICI Bank Limited is regulated and authorised to take deposits in India by the Reserve Bank of India.

## **20. Data Protection**

20.1.ICICI Bank will treat all Your personal information as private and confidential (even when You are no longer a customer). We will not disclose Your information to anyone, other than in the following exceptional cases:

20.1.1. Where we have Your permission;

20.1.2. If we are required or permitted to do so by any applicable law, regulation, legal process or governmental request;

20.1.3. There is a duty to the public to reveal the information;

20.1.4. Our interests mean that we must give the information (for instance, to prevent fraud),

20.1.5. We may transfer Your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.



20.2. We may monitor or record calls, e-mails, 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 telecommunications and website, ensuring effective systems operation, prevention or detection of crime and protection of Your personal data.

20.3. When You provide information to us, we will process that information in accordance with the Applicable Laws.

20.4. We may use other companies in our group and/or subsidiaries to process information and provide services on our behalf. We will ensure that Your information is protected 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.

## **21. Changes to these Terms and Conditions**

21.1. ICICI Bank may change these terms and conditions including our charges for valid reasons only such as changes in market conditions, the cost of providing service to You, legal or regulatory requirements affecting us.

21.2. We will advise You of any such changes by giving You notice either by post, email, text or through the website at least one month in advance.

21.3. Use of the Card after the date upon which any of these alterations are to take effect will be considered as acceptance by You of such changes.

## **22. Protection**

22.1. The Indian Rupee Travel Card is not covered under the UK Financial Services Compensation Scheme.

## **23. Complaints**

23.1. We are committed to giving You a service of the highest standard. If things do go wrong, we want to correct the matter as quickly as we can. If You have a complaint, please contact us by either by contacting the Customer Care on 080 81 31 41 51 (free phone from UK landline) or 1800 22 4848 or +91 22 2830 7777 (from India) or emailing us at [customer.care@icicibank.com](mailto:customer.care@icicibank.com).

Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to ICICI Bank in order to enable ICICI Bank to investigate and respond on the complaint or query appropriately.

You must not send us Your password, or other information You consider confidential, by e-mail or post. When we receive Your complaint, we will confirm this in writing within two business days and send You a final response within eight weeks.

For full details of our complaints procedure, please see our website [www.icicibank.com](http://www.icicibank.com) or contact us on the above e-mail or telephone numbers. The Customer Care numbers may be changed by ICICI Bank and You should refer to the Website for the latest Customer Care numbers.

23.2. The following information shall be provided in such correspondence:

(i) Name, address and Card number of the Cardholder

(ii) A detailed description of the Transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and

(iii) The Transaction amount

The Cardholder will be required to provide in event of any further information/document if ICICI Bank considers it necessary is required by ICICI Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same.

Where an inquiry is not settled to the satisfaction of the Cardholder, ICICI Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

## **24. Applicable Law**

24.1. These terms and conditions will be construed in accordance with and governed by the laws of India. Any dispute or differences arising out of or in connection with the said Card will be subject to the jurisdiction of the courts of Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter.

## **25. Transfer of Rights and Obligations**

25.1. ICICI Bank may assign or transfer its rights or duties or arrange for any other party to carry out its rights or duties whom it reasonably considers capable of performing them so that there is no reduction in the service standard provided to You by ICICI Bank.