

## HiSAVE Remittance Account - Terms and Conditions (effective from February 15, 2013)

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## An Introduction

These Terms and Conditions apply to the HiSAVE Remittance Account. These should be read in conjunction with our HiSAVE Fixed Rate Account Terms and Conditions, Internet Banking Terms and Conditions, Personal Banking Terms and Conditions, Privacy Policy and Website Terms of Use.

These are our standard Terms and Conditions on the basis of which we provide our products and services to you. If you do not understand any of the terms or conditions, please contact us for further information.

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.

The HiSAVE Remittance Account is an online, variable rate, savings account which allows Money Transfers to India.

ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority (FSA Registration Number 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. We are a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Market Act 2000. Our VAT number is 820 4369 48.

## Definitions

In these Terms and Conditions:

- "Account" means HiSAVE Remittance Account.
- "Adequate Balance" means the amount of funds which must be available in your Account in order to make the Transfer of funds requested and for us to debit the Charges payable for the Service.
- "Beneficiary" means a person to whom you want to Transfer funds to.
- "Beneficiary Bank" means the bank in India with which the Registered Beneficiary holds an Account.
- "Business day" means, in the United Kingdom, Monday to Friday, except public holidays.
- "CHAPS" means same day electronic transfer of funds payments in GBP in the UK made through the Clearing House Automated Payment System (CHAPS).
- "Charges" means the charges made by us for use of the Service by You.
- "Future Dated Transfer" means a request placed in advance, to be processed on the Business Day on which you have instructed us to process the transaction. The Transfer will be processed by the close of business on that Business Day.
- "GBP", "Sterling" and "£" mean the lawful currency of the United Kingdom.
- "Gross interest" is interest credited to your Account without the deduction of income tax.
- "Group" means the ICICI Bank Ltd. group of companies which means our subsidiaries, our ultimate holding company and its subsidiaries.
- "Internet Banking" means the Internet Banking service which allows you to conduct financial and non-financial transactions on a secure site operated by ICICI Bank UK Plc.
- "Money Transfer" means the payment of funds authorised by You through the Service to be processed and delivered to the Registered Beneficiary.
- "Net interest" is interest credited to your Account after the deduction of basic rate income tax.
- "Next business day payments" means GBP payments directly to the Nominated Linked Account, which will be received by the bank on the next business day.
- "Nominated Linked Account" means the current account held in your name from which funds will be transferred to open a HiSAVE Remittance Account. You register this account at the time of account opening.
- "Pay now requests" means requests which will be processed as soon as the transaction details are confirmed by you online.
- "Rate Block" means the minimum rate at which you wish to transfer money to India. If this is specified we will ensure your money is sent only at that rate or at a higher rate.
- "Registered Beneficiary" means a person who has been registered by you to receive payments through the Service.
- "Service" in the context of Money Transfer, means the money transfer service to a Registered Beneficiary in India (in INR).
- "Service Assurance" means the payment that we provide if the Transfer does not get completed or made within the Transfer Time chosen by us as provided in clause 8.1.6, subject to the conditions provided in clause 8.1.6.
- "Standing Instruction" means an order you give us to Transfer a set amount at regular intervals.
- "Transaction Reference" means an identification number which will be issued and displayed to you upon confirmation of instructions to Transfer funds and through which You can track the status of the Transfer.

- "Transfer Time" means the number of Business days taken to Transfer funds to the Registered Beneficiary's account.
- "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. If you have a joint Account, references to "You" include each of you together and separately unless otherwise stated.

## 1. Eligibility

- 1.1 Our HiSAVE Remittance Accounts are available to individuals aged 18 or over who are resident in the United Kingdom (UK). If you cease to be eligible for a HiSAVE Remittance Account, we may close it (See condition 19).
- 1.2 You must have a personal UK Bank or Building Society current account, Channel Islands or the Isle of Man, with a direct debit, electronic funds transfer and cheque book facility in your name.
- 1.3 You must have access to electronic mail (email) facilities, and a valid current email address.

## 2. Opening an Account

- 2.1 We will only be able to open your Account after we have carried out various checks. We are required by law to verify your identity and address. If we cannot carry out these 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 address or passport as proof of identity). Please note that we require duly certified true photocopies of your documents. Please do not send original documents to us. If you send original documents, we will take due care to return them back to you but we cannot guarantee the safe delivery of the documents to you. For more details on acceptable documents and certification please visit: [www.icicibank.co.uk/personal/faqs/hisave-remittance-accounts.html](http://www.icicibank.co.uk/personal/faqs/hisave-remittance-accounts.html). If we have not received satisfactory documentary evidence within three months of receiving your application, we will reject the application and you will have to re-apply online to open a new Account.
- 2.2 We may refuse any application to open an Account, but we will notify you if we do so.
- 2.3 The Account will be opened in GBP only. The initial investment required is £1.
- 2.4 You can only hold one HiSAVE Remittance Account in your name (single or joint).
- 2.5 If you are opening a single HiSAVE Remittance Account, your Nominated Linked Account can be either in single or joint names. If you are opening a joint HiSAVE Remittance Account, your Nominated Linked Account must be a joint current account in the name of both the applicants.
- 2.6 If you open an account with us at a distance (over the phone, post or Internet) you are protected by the Financial Services (Distance Marketing) Regulations 2004. The major types of protection are:
  - Detailed information before you agree to open the account;
  - A 14-days right of cancellation; and
  - Restrictions on how a financial service is supplied if you have not asked for it.
- 2.7.1 Each Account holder will receive a separate user ID by email as soon as the Account is opened.
- 2.7.2 If you have applied for a single HiSAVE Remittance Account you will be able to choose your password while completing the online application form. Selection of the password online is safe and secure. You will need this password along with the User ID (sent by email) in order to log on to your Account.
- 2.7.3 If you have applied for a joint HiSAVE Remittance Account, the primary applicant will be able to choose their password while completing the online application form. The secondary applicant will not be able to choose their password online and it will be sent separately to their communication address within seven business days from the date of Account opening.
- 2.7.4 If you have not chosen a password while completing the application form, the password(s) for all applicants will be sent separately to their communication address within seven business days from the date of Account opening.
- 2.7.5 When you log on to your Account for the first time, you will be prompted to change your password. This is to maintain security of your own Account.
- 2.8 You cannot have both a HomeVantage Current account and a HiSAVE Remittance Account with us. If you hold either of these accounts and wish to open the other you can do so only after closing the existing account.
- 2.9 If you are an existing HiSAVE Savings Account customer, you may open a HiSAVE Remittance Account with us. We will use the existing Nominated Linked Account details (available in the HiSAVE Savings Account) for the HiSAVE Remittance Account as well.

### **3. Initial deposit to your Account**

3.1 The initial deposit can be made by cheque or direct debit from your Nominated Linked Account.

#### **3.2 By cheque**

3.2.1 Once we have carried out the identity checks, we will email you to send a cheque to us from your Nominated Linked Account. The cheque should be for the initial deposit amount (minimum amount of £1). It must be in your name and drawn from the Nominated Linked Account mentioned in your HiSAVE Remittance Account application form. The cheque should have your first name/initial and last name printed on it and should be signed by you. If you are opening a single HiSAVE Remittance Account, your Nominated Linked Account can be either a single account or a joint account. If you are opening a joint HiSAVE Remittance Account, the cheque must be from a joint Nominated Linked Account which is in the name of both the applicants.

3.2.2 You must make sure that you include your 8 digit tracking number, sent to you via e-mail, immediately after your name on the cheque you send us. Without this number we will not be able to process your application further.

3.2.3 Upon successful receipt and verification of the cheque from your Nominated Linked Account, in accordance with condition 3.2.1, we will open your Account, set up a direct debit between the two Accounts and send you the Account information and Internet Banking User ID by email within five business days from the date of receipt of the cheque.

3.2.4 We will send the cheque to the issuing bank for clearing within two business days of receiving it. This time is required for us to authenticate the details on the cheque with the information on your application form. In exceptional circumstances this might take an additional business day.

3.2.5 If the cheque is returned unpaid, your application to open an Account will be rejected. You may re-apply.

3.2.6 We will transfer funds to your Account on the day we receive cleared funds (the sixth business day) but you will start earning interest from the second business day of us sending the cheque to the Bank holding your Nominated Linked Account. However, cheques received after 2:00 pm UK local time or on a day that is not a business day, will be treated as though we have received it on the next business day. For more details on cheque clearing cycle, please refer to clause 9.4.1.

3.2.7 If we are unable to set up a direct debit, but your cheque is cleared by your Bank, we will reinitiate the direct debit. In such circumstances we will process your Account opening as normal.

3.2.8 If we have not received the Account opening cheque from your Nominated Linked Account within three months of receiving your application for an Account, we will reject the application and you will have to re-apply online to open a new Account.

#### **3.3 By Direct Debit**

3.3.1 If you are applying for a single HiSAVE Remittance Account, you can allow us to collect £1 for validation of your Nominated Linked Account through the direct debit facility. If you are applying for a joint HiSAVE Remittance Account, you will need to fund your Account by sending a cheque.

3.3.2 If you are applying for a single HiSAVE Remittance Account, you can instruct us to collect funds from your Nominated Linked Account (amount of £1 only) at the time of completing the online application form. After carrying out the identity checks, we will set up a direct debit between your HiSAVE Remittance Account and your Nominated Linked Account. The direct debit is an electronic link between your HiSAVE Remittance and your Nominated Linked Account to collect £1 from your Nominated Linked Account to HiSAVE Remittance Account.

3.3.3 Upon successful confirmation that the direct debit has been set up, we will collect the funds from your Nominated Linked Account and open your HiSAVE Remittance Account. It takes up to three business days to receive the funds. You will start to earn interest on your Account from the day the funds are received by us.

3.3.4 If we are unable to set up a direct debit between the two Accounts, your application for opening a HiSAVE Remittance Account will be rejected. You may re-apply.

3.3.5 If we are unable to collect £1 from your Nominated Linked Account due to insufficient funds, we will inform you. After seven business days from the date of informing you, we will re-initiate the collection of funds. If the instruction fails again due to any reason, your application for an Account will be rejected. You may re-apply.

3.4 We will send a confirmation letter to your registered postal address informing you once the direct debit has been set up.

3.5 If we are unable to deliver the direct debit confirmation letter to you for any reason, we will temporarily block your Account until you call our Contact Service Center and ask us to unblock it. However, your Account will continue to earn interest.

3.6 When you call our Customer Service Centre to unblock your Account, if you fail to prove your identity, we will require you to provide satisfactory documentary evidence of your identity and address before unblocking Account.

3.7 If we cannot conduct an electronic check on you, and under certain other circumstances, we will ask you to provide us with an independent documentary evidence of your identity and address to open your Account. In this case, your initial deposit must be by cheque (even though you may have selected the option of funding your Account through direct debit to open your Account). We will inform you of this by email.

## **4. Communication between you and us**

- 4.1 We may contact you by email, text message or telephone. In certain circumstances, we can also communicate through our Website. If at any point in the future you change your phone numbers, email address or postal address you should tell us promptly about those changes. We will contact you at the most recent address, telephone number or email address that you have given us.
- 4.2 Your Account may be accessed through Internet Banking.
- 4.3 We may also occasionally contact you by post. If we communicate with you through post, we will use the postal address on our records.
- 4.4 As the HiSAVE Remittance Account is an online account, we will not be able to accept any requests that are sent to us by post, except for the circumstances mentioned in condition 23.
- 4.5 After your Account has been opened, you can communicate with us by sending emails through the Internet Banking service. This is a secure and authorised method of communication between you and us.
- 4.6 If you have any queries or have problems logging into or if you cannot access your Account for any reason, you can contact our Customer Service Centre for assistance or send us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) from your email address registered with us.
- 4.7 When you call our Customer Service Centre or contact us through the Internet Banking service, to identify you we will use your Account details and the security details provided by you when the Account was opened. You must use a touch tone phone when calling our Customer Service Centre. You will otherwise have to give instructions or get information about your Account using our Internet Banking service. If you forget your User ID or your password, you will not be able to operate your accounts online.
- 4.8 If you have forgotten your password, you can call the Customer Service Centre. You can also visit our Website to make a password request. Go to the login page, click on the 'Forgot password' link, complete the form and submit it. If you have requested a new password and are waiting for it to arrive, please do not use your old password as this will block the new password as well. We will send you the new password through post at your registered postal address with us. You must inform us of any changes to your address before you request a new password. You can update your address through the 'Service Request' option on Internet Banking of your Account via the website or by calling our Customer Service Center.
- 4.9 If you have forgotten your password, you can also login to your Account online at [www.icicibank.co.uk](http://www.icicibank.co.uk) and click on the link 'Forgotten log in details / Generate password online', once we receive your request a Unique Reference Number (URN) will be generated and will be sent to you as a text message on your mobile number registered with us. The mobile number registered by you with us should be correct and up-to date at all times. We will only send the URN by text message on your mobile number registered with us. If you make a mistake in providing the mobile number to us, inform us immediately by calling on 08081 314151 (freephone from UK landlines).
- 4.10 We may conduct periodic electronic checks or seek electronic/written confirmation from you about the details we hold for you on your Account. If you do not pass these checks/confirmations, we may ask you to provide us with documentary proof of your identity and address.
- 4.11 For a joint Account, unless you advise us otherwise, we will contact only the primary Account holder subject to any legal requirements. The primary Account holder is responsible for passing information we send to the other joint Account holder.

## **5. Payments into your Account**

- 5.1 Apart from your first deposit, the direct debit set up between your HiSAVE Remittance Account and your Nominated Linked Account cannot be used to make further payments into your Account. You can make further payments into the Account by initiating an electronic transfer from your Nominated Linked Account. When making such payments, you will have to give our sort code (30-00-81) and your Account number.
- 5.2 Cash, cheques (other than for the initial deposit and change of Nominated Linked Account) or other forms of deposit are not acceptable.
- 5.3 Payments into your Account may not be made from any account other than your Nominated Linked Account. If a payment is received from another account, we will return it to the originator.
- 5.4.1 There is no limit to the number of transactions you can carry out each day. This amount will be credited into your Account and start earning interest on the day we receive it.
- 5.4.2 The fund transfer transaction is processed electronically and will be credited within two hours of receipt of the funds by the Bank.
- 5.4.3 Funds received after 3:30 pm UK time, or on a day that is not a business day, will be treated as received on the next business day.
- 5.5 The minimum amount you need to transfer is GBP 1. If you set up a standing order on your Nominated Linked Account to make a payment into your HiSAVE Remittance Account there is no limit on the maximum amount of funds you may transfer into your Account, subject to any limits set by your bank.

## **6. Domestic withdrawals from your Account**

- 6.1 You can transfer funds by logging into your Account through the Internet Banking service on our Website.
- 6.1.1 Funds will be transferred from your Account to your Nominated Linked Account only. Funds transfer from your HiSAVE Remittance Account to your HiSAVE Savings account must also be routed via the Nominated Linked Account.
- 6.1.2 If we receive an instruction to make a payment electronically after 1:00 pm UK time or on a day that is not a business day, we will treat it as received on the next business day. You can also request a payment to be made from your Account on a future date chosen by you.
- 6.2 When you instruct us to transfer money to your Nominated Linked Account we will debit your Account immediately.
- 6.2.1 The payment will be available in your Nominated Linked Account the next business day from the date of your request (this will take an extra business day if you give the instruction after 1:00 pm UK time on a business day or anytime on a non-business day).
- 6.2.2 We do not charge for electronic transfers done through "Next business day payments".
- 6.2.3 We charge £20 if you want a CHAPS transfer to be made from your Account. A CHAPS transfer will be executed on the same business day if instructions are received by us before 1:00 pm UK local time on that day. If instructions are received after 1:00 pm UK local time, they will be executed the next business day. Future dated CHAPS transfers are not available for the HiSAVE Remittance Account.
- 6.3 The daily limit for online transfers from your Account is £50,000. If you wish to transfer more than £50,000, call us on 08081 31 41 51 (freephone from UK landlines). You can also log in to Internet Banking and write to us through the option of 'Account Manager'.
- 6.4 Your transaction may be rejected by your bank for any of the reasons mentioned below and in such cases please contact your Nominated Linked Account bank for more details:
  - a) Invalid Nominated Linked Account
  - b) Nominated Linked Account is transferred to another Bank/ Building Society
- 6.5 If you wish to modify any scheduled payment request, you can do so from the 'Transfer Money' section in your Account's Internet Banking service, or by calling our Customer Service Centre.
- 6.5.1 A fund transfer request cannot be cancelled on the day it is scheduled for processing.
- 6.5.2 Future dated or scheduled instructions can be cancelled up to one business day before the scheduled date of transfer but only if we receive the cancellation before 1:00 pm UK time.

## **7. Confirmation of Instructions and Transactions**

- 7.1 If you give us an instruction by calling our Customer Service Center, we will confirm it on the phone by providing a reference number.
- 7.2 We will not give you written confirmation when we receive funds into your Account or when we transfer funds from your Account to your Nominated Linked Account. These transactions will appear on your statement.

## **8. Money Transfers to India from your Account**

### **8.1 Registered Beneficiary Details**

- 8.1.1 Where the Beneficiary is an account holder of ICICI Bank Limited, India you will have to provide us with the account number and the type of account of the Beneficiary.
- 8.1.2 Where the Beneficiary is not an account holder of ICICI Bank Limited, India you will have to provide us with the name of the Beneficiary's Bank, complete branch address with postal code, and the account number together with the type of the account. Where you require remittance of funds to be made by demand draft, the complete postal address of the Beneficiary will be required.
- 8.1.3 Where the Beneficiary holds a no frills savings account ('small account' as defined by the Reserve Bank of India) in India, Beneficiary registration will be rejected and your Transfer request will not be processed, as the Reserve Bank of India restricts the credit of foreign remittances to such account types.
- 8.1.4 You may be required to provide us with certain additional details for each of the Registered Beneficiaries.
- 8.1.5 Processing registration requests involves conducting Know Your Customer and Anti-Money Laundering checks as required by applicable laws and will be completed within one Business Day.
  - 1. You need to complete the registration process once for each Beneficiary. There is no limit on the number of Beneficiaries that may be registered by you.
  - 2. You may check the registration status of each Beneficiary submitted to us for registration by logging onto your Account online and viewing the list of Beneficiaries.



3. You are responsible for ensuring that the Beneficiary data provided to us is complete and accurate. If you refuse or fail to provide correct, accurate and updated data for the Beneficiary, we may decline the request to register such Beneficiary under the Service.
4. We may refuse to provide the Service without giving a reason, in particular to prevent money laundering, fraud or terrorist financing.
5. You should update all Beneficiary details provided to us prior to execution of any transaction.

#### 8.1.6 The Service, Service Assurance, Payment Methods, Charges, and Transfer Times

8.1.6.1 You can transfer money to India by logging into your Account through the Internet Banking service on the Website. You may request payments to a bank account of a Registered Beneficiary which can receive foreign inward remittances in accordance with Reserve Bank of India guidelines.

8.1.6.2 You may use the Service only to make Money Transfers to India. You may transfer money only in GBP (originating currency) to your Registered Beneficiary in INR (disbursing currency).

8.1.6.3 You can only make a Money Transfer from your Account.

8.1.6.4 We will Transfer the funds to the Registered Beneficiary in accordance with the payment method chosen by you. For each Money Transfer, you must inform us of the amount in the remitting currency to be transferred to the Registered Beneficiary and confirm that You wish us to process the transfer request.

8.1.6.5 -The transfer time for processing, limits and other details of the modes of transfer provided by us are as below:

Payment type	Mode of making a request for Transfer	Cut off time for giving instructions to us on a Business day	Time taken by us to send money to the Beneficiary Bank*	Transaction limit for Transfer**	Service Assurance ****
Insta Online for credit to accounts held with ICICI Bank Limited, India	Internet Banking	Anytime	Instant	£5000 per day	5 pence for every £10 transferred
Online transfers for credit to accounts held with banks other than ICICI Bank Limited, India**	Internet Banking a transfer request	Anytime	24 hours from placing £10 transferred	£4999 per day	5 pence for every

\* Please note that the time lines are subject to Business days in the United Kingdom, United States of America and India.

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

\*\*\* The payment under the Service Assurance will be made in GBP. You will receive payment by way of credit in your Account with us within seven Business days from the date of credit to your Beneficiary's account. The payment made to you will be 5 pence for every £10 Transferred, subject to a minimum of £1 and maximum of £50.

You may have to pay the charges applied by the Beneficiary Bank. We may not be aware of these charges. Such charges may be deducted by the Beneficiary Bank from the amount that is transferred and credited to the account of the Registered Beneficiary.

Once you have confirmed the Money Transfer, a Transaction Reference will be issued to you.

Charges are as mentioned on the Website and also as informed to you before you confirm the transfer request with us.

The Service Assurance will not apply in the following circumstances:

- (a) You provide incorrect/incomplete transaction details and/or Beneficiary details;
- (b) The Beneficiary's account is not valid;
- (c) There is a system failure, technical error and/or delay on the part of intermediary banks or Beneficiary Bank in crediting the Beneficiary's account;
- (d) The circumstances are beyond our reasonable control and all efforts have been made by us, whether caused by strikes, power failures, equipment malfunctions, acts or omissions of any intermediary Bank, war, riots (or threats of war or riots), governmental or court orders, or work stoppages;
- (e) The Beneficiary's account cannot receive foreign inward remittances in accordance with Reserve Bank of India guidelines;

- (f) Additional documents or information are required by the Beneficiary Bank for processing the transaction;
- (g) All transactions rejected by the Beneficiary Bank;
- (h) All transactions that are cancelled by you.

#### **Pay Now Money Transfer:**

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

#### **Future Dated Money Transfer:**

- (a) A future dated transfer request will be processed on the date on which you have instructed us to process the transaction. The Transfer will be processed by the close of business on that business day.
- (b) Future dated transfer requests will be executed at the exchange rate applicable at the time the transaction is processed. The rate applied may or may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- (c) Future dated transfer requests may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your Beneficiary's account in India. For requests in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.
- (d) For requests set in INR, the equivalent GBP amount will be calculated at the applicable exchange rate and debited from your Account, subject to the daily online transaction limit.
- (e) Future dated transfer requests will not be processed if your Account does not have a sufficient cleared balance or You have used all the daily online transaction limits (cumulative of all Transfers processed on the day). The status and details of your request may be viewed on the Transfer history page of your Internet Banking (link available on your Internet Banking, which displays history of your Transfers to India).
- (f) Where you have multiple and varying transactions scheduled on a given day, any one or more may be rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your Account.
- (g) A future dated transfer request (which is in 'Active' status) may be deleted before 00:00 UK time on the date for which it has been scheduled. A future dated transfer request will be automatically deleted if the Beneficiary to whom it has been set is deleted.
- (h) Service Assurance is applicable to all requests from the time they are accepted for processing.

#### **Standing Instruction Money Transfer:**

- (a) A standing instruction will be processed depending on the following:
  - The date for which it has been scheduled;
  - The frequency of transactions (Every 7 days, Every 15 days, Every month, Every 2 months, Every quarter, Every 6 months); and
  - The number of times the Transfer is required.

The Transfer will be processed by the close of business on that Business Day.



- (b) Standing instructions will be executed at the exchange rate applicable at the time the transaction is processed. The rate applied may or may not be the highest exchange rate for the day. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- (c) Standing instructions may be set in GBP or INR. A request set in GBP will define the exact amount to be debited from your Account. A request set in INR will define the exact amount to be credited to your Beneficiary's account in India. For instructions in INR, the amount debited from your Account will be determined by the INR-GBP exchange rate up to five decimal places.
- (d) For requests set in INR, the equivalent GBP amount will be calculated at the applicable exchange rate and debited from your Account, subject to the daily online transaction limit.
- (e) Standing Instructions will not be processed if your Account does not have a sufficient cleared balance or you have used all the daily online transaction limits (cumulative of all Transfers processed on the day). The status and details of your request may be viewed on the Transfer history page of your Internet Banking (link available on your Internet Banking, which displays history of your Transfers to India).
- (f) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your Account.
- (g) If a standing instruction transaction has failed, the next due transaction will be processed on the scheduled date. The failed transaction will also be counted in the total number of payments set for the standing instruction.
- (h) The status of various standing instructions set by you may be viewed on the 'Manage Standing Instructions' page of your Internet Banking.
- (i) A Standing instruction (which is in 'Active' status) may be deleted before 00:00 UK time on the date for which it has been scheduled. A standing instruction will be automatically deleted if the Beneficiary to whom it has been set is deleted.
- (j) Service Assurance is applicable to all requests from the time they are accepted for processing.

#### **Rate Block:**

- (a) A rate block request is valid for a period not exceeding 15 days from the date of your request.
- (b) A rate block request will be processed on a date when the actual exchange rate meets or exceeds the desired exchange rate set by you. If the desired exchange rate is not met during this period, the rate block request will be cancelled. All updates in the actual exchange rate during a day will be validated against the desired exchange rate. For example, if the rate desired by You is 72.00, and:
  - The actual exchange rate is 72.00, your transaction will be processed at 72.00
  - The actual exchange rate is 72.20; your transaction will be processed at 72.20.
- (c) The rate block request will be executed at the actual exchange rate applicable at the time the transaction is processed, which may be equal to or greater than the desired exchange rate set by you. The applicable exchange rate will be inclusive of all promotional offers (if any) valid at the time of processing.
- (d) A rate block request may be set only in GBP, defining the exact amount to be debited from your Account.
- (e) Rate block requests will not be processed if your Account does not have a sufficient cleared balance or You have used all the daily online transaction limits (cumulative of all Transfers processed on the day). The status and details of your request may be viewed on the Transfer history page of your Internet Banking (link available on your Internet Banking, which displays history of your Transfers to India).
- (f) Where you have multiple and varying transactions scheduled on a given day, any one or more may get rejected. The cumulative sum of the transactions scheduled on a given day will be matched against the daily online limit and the funds available in your Account.
- (g) The status of various rate block requests set by you may be viewed on the 'Rate Block' page of your Internet Banking.
- (h) You may delete a rate block request which is in 'Pending' status. If you have deleted the Beneficiary to whom the rate block has been set, your request will be automatically deleted.
- (i) Service Assurance is applicable to all requests from the time they are accepted for processing.

## **8.2 Exchange Rates/Charges**

When You give instructions to us, we will provide the exchange rate for the transfer before the instructions are confirmed by you. The exchange rate applied to the Money Transfer will be the prevailing exchange rate at the time you give us the transfer request.

## **8.3 Communication to Beneficiary**

- 8.3.1 You may ask us to inform your Beneficiary of the Money Transfer sent by you.

- 8.3.2 We will send a text alert to the Beneficiary on the mobile number provided by you at the time of submitting the transfer request. We recommend that you check the mobile number provided is correct.
- 8.3.3 The charges applicable for this service will be displayed to you before the transfer request is submitted.
- 8.3.4 Text alert will be sent to the Beneficiary when the transfer request has been processed successfully. Successful transfer for Beneficiary accounts held with ICICI Bank Limited, India will mean credit of funds into the Beneficiary account. Successful transfer for Beneficiary accounts held with banks other than ICICI Bank Limited, India will limit to credit of funds to the Beneficiary Bank. The Beneficiary Bank may however, reject the transfer due to incorrect or insufficient information provided by you and/or due to any other reason(s) as the Beneficiary Bank may deem fit.
- 8.3.5 A text alert may not be delivered to your Beneficiary for reasons beyond our control. In such a case, we will try to send the text again on the same day. Charges displayed before submission of the transfer request will only be levied once.

#### **8.4 Your Responsibilities**

- 8.4.1 You can make the Money Transfer to the Registered Beneficiary from clear funds held by you in your Account. You should ensure that there is an adequate balance in your Account before you initiate a Money Transfer. If you do not have a sufficient balance, your Transfer request will not be processed.
- 8.4.2 You must disclose the purpose of the Money Transfer and ensure that you do not use this Service for any unlawful purposes under the laws of the United Kingdom and India.
- 8.4.3 All relevant details of the transaction will be displayed on the confirmation page, including the transfer amount and applicable Charges that will be debited from your Account. By clicking on 'Confirm' you will accept the Money Transfer. For each transfer that we perform acting upon your instructions, the Account will be debited for the transfer amount and applicable Charges as soon as the Money Transfer is confirmed.
- 8.4.4 You should review Account statements and other advices that we provide to you. If you notice any discrepancies, please notify us immediately.

#### **8.5 Terms specific to the Service**

- 8.5.1 We will be responsible for acting on your instructions to make a Money Transfer upon receiving clear funds, converting it into the foreign currency and transferring it to the Beneficiary Bank.
- 8.5.2 You will not receive interest on the funds transferred from the time you have provided us the transfer instructions to the time the Beneficiary receives the funds.
- 8.5.3 If we are unable to credit a Registered Beneficiary's account, we will notify you by post or email on the registered address and contact details submitted by you.

#### **8.6 Reversal/Cancellation/Refund**

- 8.6.1 If you ask us to cancel a Money Transfer we will do our best to do so, depending on the stage of the transfer of the funds and the stage at which the cancellation is requested. We will not be liable if for any reason we are unable to cancel the Money Transfer.
- 8.6.2 For any reversal/cancellation of a Money Transfer request, we will deduct from your Account a charge of £10. Any charges made by the Beneficiary's Bank on the reversal request will be met by you.
- 8.6.3 If any exchange rate loss is incurred at the time of reversal, it will be met by you.
- 8.6.4 If any exchange rate profit is made at the time of reversal, it will be passed on to you. If there are sufficient reasons for us to believe that you intentionally wanted to profit due to currency trading, we may not pass on any gain to you.
- 8.6.5 Once a Money Transfer has been made and the Registered Beneficiary's account has been credited in accordance with the instructions provided by you, any reversal of that transfer will require the Registered Beneficiary's prior written consent. We will not be responsible for obtaining that consent.
- 8.6.6 If you do not provide us with accurate, correct and complete information or if we are unable to transfer funds due to other reasons beyond our reasonable control, we will refund the amount to your Account after deducting the relevant Service Charges.

#### **8.7 Our responsibility to you**

- 8.7.1 When you give the Money Transfer instruction, we will inform you about the transfer amount, amount in Indian Rupees which will be received by the Registered Beneficiary, exchange rate and charges. These details will be available on the 'Transfer History' page of your Internet Banking logged in section.

- 8.7.2 If we are unable to process your Money Transfer due to incomplete or incorrect information provided by you on the transfer form, we will inform You within three Business days of the receipt of the request. We will ask you to provide the correct details for us to execute your transfer.
- However, in case of Money Transfer to banks other than ICICI Bank Limited, India, you will receive a notification within three Business days of the date of receipt of rejection by the Beneficiary Bank.

## **8.8 Limitation of Liability**

- 8.8.1 We will generally rely without further enquiry on the Money Transfer instructions given by you unless we have reasonable cause to believe that such instructions are incorrect, unauthorised or fraudulent.
- 8.8.2 We will be liable for losses arising as a result of not carrying out Your instructions correctly or unreasonable delay in doing so. Our liability may be limited to the original amount of the Money Transfer.

## **9. Operation of the Account**

- 9.1 You can give us instructions either:
- a) verbally by calling our Customer Service Centre on 08081 31 41 51 (freephone from UK landline); or
  - b) using Internet Banking service and sending an email through the 'Accounts Manager' option. Generally we cannot change or stop an instruction given by you over the telephone or through the Internet Banking service (unless we inform you otherwise) because we start processing instructions when we receive them. If we are able to cancel your instructions there may be a charge for this. We will confirm any charges to you before we process your request for cancellation.
- 9.2 Before we act on instructions given by telephone or through the Internet Banking service you will have to complete a security procedure. After satisfactory completion of this security procedure, we will act on instructions given by you including payments of money in or out of your Account.
- 9.3 Sometimes, the transferring Bank may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Remittance Account along with any interest which may have been paid.
- 9.4. The cheque clearing cycle is the time taken for initial deposit money to be paid to your Account. All cheques deposited into ICICI Bank UK PLC Accounts by 2:00 pm UK time will be processed on the same day. All cheques deposited after 2:00 pm UK time hrs will be processed on the next business day.
- 9.4.1 When you pay a GBP cheque, for the initial deposit, from another Bank in the UK into your Account with us:
- a) We will deposit the cheque in your Account on the same day that we receive it if this is before the cut off time. If we receive it after the cut off time we will treat it as being received on the next business day;
  - b) We will start paying interest (if any) on the money from the second business day after we receive it
  - c) 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
  - d) 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.
- 9.4.2 So, for example, if you pay in a non ICICI Bank UK PLC cheque on a Monday before the cut off time of 2:00 pm UK time, you will see it deposited in your Account the same day, 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).
- 9.4.3 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 funds on the sixth business day after the deposit of your cheque and the amount of the cheque cannot then be debited from your balance without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 9.4.4 If cheques are deposited with Giro Slips at any non ICICI Bank UK PLC branch, you will earn interest from the second business day, but you will only be able to withdraw funds from the sixth business day.
- 9.4.5 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.
- 9.4.6 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.

- 9.5 To change your Nominated Linked Account you must make an online request through Internet Banking service or call the Customer Service Centre. You will be given a reference number which you should make a note of.
- 9.5.1 For a single HiSAVE Remittance account you must send us a direct debit mandate form. To verify your new account, we will set a direct debit on your new Nominated Linked Account and pull £1.
- For a joint HiSAVE Remittance account also, you must send us a cheque of a minimum of GBP 1 from your new Nominated Linked Account. Your new Nominated Linked Account must be in the same joint names as the HiSAVE Remittance Account.
- 9.5.2 For a single HiSAVE Remittance Account, once we have successfully set up direct debit on your new linked account and debited your account by £1, your request will be processed within one business day.
- For a joint HiSAVE Remittance Account, once we have received and verified these documents, your request will be processed within six business days.
- 9.5.3 If your cheque is not cleared for any reason or the direct debit instruction is rejected by the other bank, your request will be cancelled and you will have to make a new request.
- 9.6 You cannot change your Nominated Linked Account:
- a) Within 45 days of opening your Account; or
  - b) More than once within a period of 45 consecutive days.
- 9.6.1 If you change your Nominated Linked Account immediately after the 45 day period mentioned above, we may seek further information from you.
- 9.7 You must notify us promptly if you experience any failure, delay or error in the website, Internet Banking or in the operation of your Account or you suspect any breach of security or fraud.
- 9.8 We may suspend or stop access to the Internet Banking or Telephone Banking services immediately if we consider that there is a security or fraud risk. In such circumstances, we may not give advance notice to you.
- 9.9 We can refuse to act on any instruction or delay acting on a request from you or ask for more details (for instance proof of identity), if:
- 9.9.1 We have a reason for believing that you did not give us the instruction (unauthorized instructions);
  - 9.9.2 The instruction is not clear;
  - 9.9.3 To carry out the instruction would be unlawful;
  - 9.9.4 It is to be performed at a future date;
  - 9.9.5 It is conditional on the happening of a certain event;
- 9.10 If we don't act on your instructions, we will notify you accordingly.
- 9.11 If we consider that there is security or fraud risk, we may apply financial and other limits to telephone instructions and instructions through Internet Banking from time to time. Wherever possible we will give you notice, but we may vary these limits to protect the security of your Account at any time with immediate effect and inform you of the changes immediately. We will tell you if your transaction exceeds any of the limits.
- 9.12 We will try to ensure uninterrupted access to the website or Internet Banking. However, access to the website or Internet Banking may be temporarily suspended or certain services may be slow or temporarily unavailable, when we carry out routine maintenance checks.
- 9.13 For security reasons your Account's Internet Banking user ID will get locked if unused for a period of six successive months. If your user ID gets locked, you will not be able to use the Internet Banking facility. Please call our Customer Service Centre to unlock your user ID. Once your User ID has been unlocked, you can log in using the existing password.
- 9.14 If you make three consecutive attempts to log on to your Internet Banking with an incorrect password/user ID, your user ID will be locked for security reasons and you will not be able to use the Internet Banking facility. Please call our Customer Service Centre to unlock your user ID. Once your ID is unlocked, you can log in using the existing password.
- 9.15 If You have forgotten your password, please refer clauses 4.8 and 4.9 for getting your password re-issued.
- 9.16 If there is no transaction done by you in your Account for 18 months we will treat it as 'dormant' and restrict access to it. You will be able to view your Account online, but you will not be able to carry out any transactions. You can activate your Account by calling the Customer Service Centre. In any event the money in the dormant Account will always remain your property, no matter how much time has passed. Should you need further information on dormant Accounts please call us at 08081 31 41 51 (freephone from UK landlines).

9.17 The table below provides a list of transactions for the HiSAVE Remittance Account:

Financial transaction	Channel	Charges (GBP)	Turn around time	Cut-off time for same day processing (UK time)	Financial limit (GBP)	Value date
Payments in	Internet and Phone Banking	NIL	2 hours from receipt of funds	3.30pm	No limit we receive funds	Credited on the day
Withdrawal via "Next business day payments"	Internet and Phone Banking	NIL	1 business day	1:00 pm UK time for online, 1:00 pm UK time for phone request	50,000 per day for request online transactions	Funds debited from your Account immediately
Withdrawal via CHAPS	Internet and Phone Banking	20	1 business day	1:00 pm	No limit	Funds debited from your Account immediately
Request to open a HiSAVE Fixed Rate Account with funds from HiSAVE Remittance Account	Internet and Phone Banking	NIL	2 business days	NA	Minimum amount of 1,000 required	Interest earned from the day funds are available in your HiSAVE Remittance Account
Request for change in tax status from Gross to Net	Internet and Phone Banking	NIL	1 business day	NA	NA	Tax status changed when request processed
Request for closure of HiSAVE Remittance Account	Internet and Phone Banking	NIL	2 business days	NA	NA	NA

Non - financial transactions	Channel	Charges (GBP)	Turn around time	Cut-off time for same day processing (UK time)	Financial limit (GBP)	Value date
Change of contact details (address/email/telephone number)	Internet and Phone Banking	NIL	2 business days	NA	NA	NA
Change of mobile number	Phone Banking	NIL	2 business days	NA	NA	NA
Request R85 form	Internet and Phone Banking	NIL	7 business days (subject to UK postal service)	NA	NA	NA
Re-issue Internet Banking password	Internet and Phone Banking	NIL	7 business days (subject to UK postal service)	NA	NA	NA
Activate dormant Account	Phone Banking	NIL	1 business day	NA	NA	NA
Change nominated linked Account	Internet & phone Banking	NIL	7 business days (from day we receive documents from you)	NA	NA	NA
Physical copy of tax certificate	Phone Banking	5	7 business days (subject to UK postal service)	NA	NA	NA
Physical copy of Bank statement	Phone Banking	5	7 business days (subject to UK postal service)	NA	NA	NA
Check transfer status from nominated linked Account	Phone Banking	NIL	1 business day	NA	NA	NA
Other enquiries	Phone Banking	NIL	2 business days	NA	NA	NA

NA means Not Applicable

9.18 The cut-off time is the time before which a payment or an instruction will be treated as received by us on that business day. This means if we receive a payment or an instruction after the cut-off time, we will treat this as received by us on the following business day. If we receive a payment or an instruction on a day that is not a business day, we will treat this as received on the next business day. Cut-off times vary for different types of payment and for different ways in which the payment is requested.

## 10. Joint HiSAVE Remittance Accounts

- 10.1 A HiSAVE Remittance Account can be opened as a joint Account for a maximum of two people.
- 10.2 Each one of you is responsible individually and jointly for following the terms of this agreement. If one of you breaks the terms, action can be taken against either or both of you.
- 10.3 If any disputes arise between you, one or both of you should contact us in writing. On receipt of such notice, or if we otherwise become aware of such a dispute, and once we have satisfied ourselves that there is a dispute, we will freeze the Account and all transactions, including payments by direct debit and the use of additional services such as Internet Banking. You will have to provide us with a letter signed by both the Account holders with written instructions regarding funds in your Account. Funds cannot be transferred to a third party account. The letter should be accompanied by proof of identity and current address of both the Account holders.
- 10.4 We may give any information/notice about your joint Account to either of you. We will act on payment instructions, notices or information given by either of you without taking any confirmation from the other Account holder.
- 10.5 For a joint Account, unless you advise us otherwise, we will contact only the primary Account holder subject to any legal requirements. The primary Account holder is responsible for passing information we send to the other joint Account holder.
- 10.6 If either of you dies, the joint HiSAVE Remittance Account can be operated by the survivor.
- 10.7 If we find that either of you is, or may be, declared bankrupt, we will block your joint HiSAVE Remittance Account. You will not be able to pay out any amount from it until we receive joint written instructions from the Account holder (who is not bankrupt) and the person appointed to handle the bankrupt person's assets.
- 10.8 In the event of conflicting instructions from joint Account holders we may refuse to carry out any transactions or further instructions until the instructions are clarified and confirmed by both of you in writing through the secure channel.

## 11. Security and Access

- 11.1 Whenever you log in to the Internet Banking service, you will need to use your User ID and password and provide such other security details as we may request.
- 11.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of your security details (User ID, passwords or other details including those which allow you to use Internet Banking and Telephone Banking). These precautions include the following:
- Always learn the password or other security details we may send you and immediately destroy the slip giving you the information;
  - Never allow anyone else to use your security details. If you do, you will be responsible for the money taken from your Account;
  - Do not keep a note of your password or security details where anyone else might recognise it, for example by writing your password and/or security details on, or keeping them with your Bank documents. If you think someone else knows your password or other security details please contact us immediately;
  - Do not choose a password which is 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 of them safely. You should take simple precautions such as shredding paper containing such information;
  - You should not leave the device you are using to access the service unattended while you are still logged onto our Internet Banking service;
  - Never divulge your Internet Banking password to anyone. Remember that We will never ask you for your passwords;
  - Never respond to any email that asks for confidential or personal security information. We will never send you such an email;
  - Ensure that there is up-to-date and functioning anti-virus and firewall software on any computer you use for online Banking;
  - 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;
  - If you receive a call from us, do not disclose your security details to anyone, unless you are completely satisfied that the call is from ICICI Bank UK PLC and not from a third party.
- 11.2.1 If any 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 08081 31 41 51 (freephone from UK landlines). As soon as you inform us, we will lock your Internet Banking user ID to prevent access to your Accounts by any unauthorised person.



- 11.2.2 If asked, you must confirm in writing the loss or theft of your security details.
- 11.2.3 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 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 if we think it will help prevent or recover losses.
- 11.2.4 Please be aware that if you intentionally pass on your security details to any person you will be in breach of these Terms and Conditions and may be liable for any unauthorised transactions that occur on your Account as a result.
- 11.3 We may deal with some of your queries by email if they are received from an email ID registered with us at the time of application. If we cannot deal with the query by email we will ask you to contact us by writing to Account Manager through Internet Banking or by calling us at our Customer Service Centre.
- 11.4 We will never contact you, or ask anyone to do so on our behalf, with a request to disclose your password or security details. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.
- 11.5 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.
- 11.6 We may ask you to confirm instructions by telephone, Internet and other electronic means if we believe this is required before acting on them.
- 11.7 We provide useful information on our website on how to keep your Account safe and secure so that unauthorised access is prevented. This information may be updated from time to time. Please check the website regularly to keep yourself updated about this information.

## **12. Interest and Tax**

- 12.1 The interest rate for your Account is variable. Details of our current interest rates are available on our website ([www.icicibank.co.uk](http://www.icicibank.co.uk)).
- 12.2 We will only calculate interest each day on balances of £1 or more.
- 12.3 Interest will be calculated from the business day on which we receive the funds into your Account.
- 12.4.1 Interest will be paid on the last business day of each month and at closure of the Account.
- 12.4.2 For a new Account, interest for the first month will be credited to the Account at the end of the second month.
- 12.5 Interest is calculated and rounded off to the second decimal place.
- 12.6 We will pay net interest (interest after the deduction of basic rate income tax on any Account, unless you are entitled to receive gross interest and you have sent us a completed HM Revenue and Customs form R85 (available on the HM Revenue and Customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)) for your Account.
- 12.7 For a joint account, both account holders must submit a separate form R85 before we pay gross interest (interest without tax being deducted) on the account.
- 12.8 If you hold multiple Accounts with us, you must send us separate forms R85 for each Account on which you do not want tax to be deducted.
- 12.9 Once we receive your completed R85 form, any interest due to you will be paid as gross interest (interest without tax being deducted) for the period from the first day of the month in which we receive your R85 form. We will not add the difference between gross interest and net interest paid in previous months to your Account.
- 12.10 If you receive gross interest (interest without tax being deducted) on any Account, and your circumstances change, then you must inform us immediately by logging on to Internet Banking and making the request 'Change of tax status from Gross to Net' through the service request section, or by contacting our Customer Service Centre.
- 12.11 We may run promotions for new or existing customers. These promotions may involve incentives including higher interest rates than those available on the Website. The present rate of interest payable on the Account will be displayed on the Website.
- 12.12 We will communicate any change in interest rate by posting it on the website, informing the Customer Service Centre and writing to you by post or email in the following ways.
- 12.12.1 If the change is to your advantage we will tell you within 30 days of the change.
- 12.12.2 If the change is to your disadvantage, we will always tell you personally at least two months in advance and we'll ignore any notice period for two months days from the date we first notify you. This will enable you to change or close your Account without charge or loss of interest.
- 12.13 The tax treatment depends on the individual circumstances of each banking customer and may be subject to change in the future.
- 12.14 Tax Certificate – your annual certificate of deduction of tax will be made available online. You can save and print the statement through the Internet Banking service. If you require a hard copy of this statement to be sent to you by post, please contact our Customer Service Centre or

email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com). We charge a fee of £5 for dealing with such requests. In the case of joint Accounts, the annual certificate of deduction of tax will only be made available for the primary Account holder. If your HiSAVE Account is closed then please contact our Customer Service Centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) for a physical copy of this statement to be sent by post.

### **13. Statements**

- 13.1 We will give you regular monthly Account statements. You will be able to access your monthly Account statement in a secure PDF format by logging on to your Account online. If you require a duplicate or hard copy of the statement for a specific period of time, you can request one by logging on to Internet Banking and writing to us via the secured channel. The charge for a duplicate statement will be £5. The statement will be sent to your postal address within seven business days of your request.
- 13.2 We may also send you an email on a monthly basis asking you to check the statement in your Internet Banking.
- 13.3 Your statements will show all amounts added to or taken from your Account since the previous statement along with details of individual transactions.
- 13.4 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 13.5 We recommend that you check your statement regularly. If there is an entry that seems to be incorrect, please inform us about it as soon as possible to help us resolve the problem.
- 13.6 For the security of your Account we will not provide you with statements if your Account is dormant. Please refer to condition 9.16 for information on Dormant Accounts.

### **14. Changes in your information**

- 14.1 If you change your contact details then please update the information online through the Service Request option in the logged in section of your Internet Banking facility. You can also make a request for this by contacting the Customer Service Centre.
- 14.2 You can also communicate with us as described in condition 4 of these Terms and Conditions, if there is a change in your contact details, for example in your address, phone number, or e-mail address.
- 14.3 You need to inform us as soon as possible if you change any information relevant to your Account. If your details, for example your address, is not updated, we may block your Account to protect us both. You should understand that incorrect information about you in our records may result in loss or damage to you. We may require documentary evidence to be provided for some types of changes. When you notify us of the change, we will let you have a list of the documents which are acceptable to us as evidence of the change in your details.
- 14.4 If you move to an address outside the UK you must inform us as soon as possible and you will need to close your Account. You should not, in any case, operate/keep your Account open in such cases. If you do so and HM Revenue and Customs or other regulatory body in the UK imposes any fine on us or we incur any liability, you will be responsible.
- 14.5 If you send us any important documents, we recommend that you send them by special delivery.

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

- 15.1 We may change these Terms and Conditions, including our charges, for valid reasons such as changes in market conditions, the cost of providing service to you, legal or regulatory requirements affecting us or any development of our systems or processes. If we believe any term is not clear, we will modify it to make it simple and clear without altering the meaning.
- 15.2 We will advise you of any such changes covered under condition 15.1, including changes to charges, which are to your disadvantage, by sending you personal notice (sent electronically) at least two months in advance of the change. 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.
- 15.3 We will advise you of any changes covered under condition 15.1, including changes to charges, which are not to your disadvantage, by sending a personal notice (sent electronically) within 30 days of making such change.
- 15.4 If any major change is made, or many minor changes are made in one year, we will provide a copy of the new Terms and Conditions or a summary of the changes. You can also view the Terms and Conditions from our website [www.icicibank.co.uk](http://www.icicibank.co.uk).

### **16. Charges**

We do not charge for operating the Account except for those charges in respect of CHAPS transfers, Money Transfers, ordering physical statements and duplicate tax certificates. However, we may wish to introduce new charges in the future for valid reasons as mentioned in condition 15.1 above. We will inform you at least two months in advance about these charges and if you are dissatisfied with the new charges you will have the right to close

your Account without loss of interest or any additional charges.

## **17 Set-Off**

- 17.1 We may use any credit balance (in any currency) on any account 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.
- 17.2 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.

## **18. Liability**

- 18.1. We will make payments based on the specific information we have requested.
- 18.2 Payments to your Nominated Linked Account will be sent to the bank where you hold your nominated linked account. Upon request, we can provide documents to you, or to the bank where you hold your Nominated Linked Account (as appropriate), with the information that the payment was received by your Nominated Linked Account bank within the time set out for executing payments in condition 6.2.1. Where we can prove this, the bank where you hold your Nominated Linked Account will be responsible for making the payment available to you and crediting your Nominated Linked Account as appropriate.
- 18.3 If you suspect that an unauthorised or incorrect payment has been made from your Account, please contact us immediately by visiting one of our branches or by using the telephone banking service. If you do not tell us promptly and in any event within 13 months after the date the payment was debited, you may not be entitled to have any errors corrected or amount refunded. Otherwise, and subject to condition 18.7, an unauthorised or incorrect payment of which you have given notice will be refunded 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.
- 18.4 If we do not carry out your requests, delay doing so or do not do so correctly, we will be liable for any loss as a result and for the amount of interest you did not receive from us as a result of our failure or late action or mistake. We will not be liable for any losses we could not have reasonably been expected to have foreseen.
- 18.5 Neither we nor you will be liable to the other for breach of any of these Terms and Conditions if such breach is because of circumstances beyond our control, such as war, riots, or governmental or court orders.
- 18.6 You will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments from your Account arising where you have failed to keep your security details safe.
- 18.7 You will be liable for all losses if:
- (a) you have acted fraudulently, which includes allowing another person to make payments; or
  - (b) you have intentionally or with gross negligence failed to keep your security details secret and safe.
- You will not be liable for any losses occurring after you have informed us that your security or personalised details are no longer safe.
- 18.8 You will not be responsible for any unauthorised payments where:
- (a) you have not yet received your security details; or
  - (b) 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 transferring funds from your Account to your Nominated Linked Account, opening a HiSAVE Fixed Rate Account, change of address etc over the Internet or phone.
- 18.9 Compensating us for loss
- You must compensate us for loss or damage which is caused to us as a result of either of the following:
- (a) you have acted fraudulently; or
  - (b) 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 includes 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.

## **19. Closure of Account**

- 19.1 You may close your Account with us by calling our Customer Service Centre or by logging into your Account using Internet Banking, and placing

an "Account Closure" request through the "Service Request" section or by writing an email to the Account Manager (i.e. by using the secured channel). If you request to close your Account, the funds can only be transferred into your Nominated Linked Account. Please Note: If you have a HiSAVE Fixed Rate Account which is linked to HiSAVE Remittance Account, you will not be able to close your HiSAVE Remittance Account until the maturity of your HiSAVE Fixed Rate Account.

- 19.2 We may close your Account immediately in exceptional circumstances. Examples of such circumstances are if we reasonably believe that:
- 19.2.1 You are no longer eligible to hold an Account. Please inform us immediately if you do not meet any of the requirements mentioned in condition 1;
  - 19.2.2 You or someone else using your Account is doing so illegally or fraudulently;
  - 19.2.3 You have given us false information;
  - 19.2.4 You have continually or seriously (or both) broken these Terms and Conditions.
  - 19.2.5 You have behaved improperly (for example, in a threatening or abusive manner);
- If we close your Account for any other reason, we will give you two months advance notice.
- 19.3 If your Account is closed, it will not affect any legal rights or obligations which may already have arisen during the time when your Account was open.
- 19.4. If we close your Account or Accounts:
- 19.4.1 We will transfer any funds you hold with us, plus any interest built up in the Account (after taking off tax which applies and any amounts you owe us), to your Nominated Linked Account only; and
  - 19.4.2 You must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your Account(s).
- 19.5 If you are not happy about your choice of savings Account, you can cancel it within 14 days of opening it. We will give you your money back with interest. The interest received will depend on the number of days the money was in the savings Account. For cheque investments, the funds cannot be withdrawn until the cheque has cleared.

## **20. Legal action against you**

- 20.1 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 from your Account until the fine is paid or the legal process comes to an end. We can exercise our right of set-off (using any credit balance in any currency on any Account you hold with us) to repay any amounts you owe us even if there is a court order against you or you are fined, unless the court instructs us otherwise, or we are otherwise prevented by law. You are responsible for an amount which represents a reasonable assessment of any losses, costs or expenses we incur as a direct result of any dispute or legal action with someone else involving your Account.
- 20.2 If a petition for a Bankruptcy order is presented against you then we may refuse to act on any instructions given by you or anyone else to make any payments out of your Account unless you have previously obtained an appropriate order from the court.

## **21. Claims on your Account**

- 21.1 If another person makes a claim for any of the funds in your 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 Account, we may:
- a) put a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
  - b) Send the funds to the person who is legally entitled to them, or transfer the funds to the Nominated Linked Account;
  - c) Continue to rely on the current records we hold about you;
- 21.2 We may transfer your information to Group companies or third parties situated in other countries (including outside the European Economic Area) for the purposes of carrying out your orders, processing your payment instructions, provision of support services etc. We will take all steps reasonably necessary to ensure that such Group companies or third parties agree to apply similar levels of protection as we are required to apply in the UK.
- 21.3 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 don't want to receive such marketing information.
- 21.4 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. We may charge you a small fee (currently £10) for supplying the information and may require as appropriate your identity before doing so.
- 21.5 You have the right of access to your personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon request by you.

- 21.6 We require your prior written permission or request if we are asked to give a Banker's reference about you. This reference is no more than an opinion and is in no way a guarantee of your ability to make payments.
- 21.7 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.
- 21.8 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.

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

- 22.1 The Account opened by you and your related rights and obligations are non-transferable by you.
- 22.2 We may transfer all or any of our rights in relation to your Account. We may also transfer any of our obligations, in relation to your Account 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 2 months period without incurring any penalty or extra charges.

## **23. Telephone Banking services**

You can use the Telephone Banking service to:

- a. Check the balance on your Accounts;
- b. Obtain details of your most recent transactions;
- c. Transfer money between your Accounts;
- d. Set up or cancel standing orders and/or direct debits;
- e. Update your contact details;
- f. Speak to a Customer Service Advisor in relation to any other enquiry.

### **Using your Account safely through the Telephone Banking Service**

- when you call us, we will confirm your identity using our security procedures. We may not be able to assist you if we are unable to identify you as our customer. This is to protect the security of your Account.
- when we call you, we will never ask for details of your password or PIN (personal identification number) or other security details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account.
- if you are using your mobile phone's text messaging facility for services such as text Banking and online payee registration, we recommend you delete the information as soon as the service has been performed.
- you must inform us immediately if you know or suspect that an unauthorised call has been made to our telephone Banking service or that anyone else knows or has asked you for your information.
- you must comply with all instructions we issue regarding using your Account safely.

### **Charges**

The Telephone Banking service is currently free of charge.

When you give us any instructions on the telephone to carry out a transaction where there is a charge, our customer service representative will inform you of the charge, and seek your confirmation before proceeding with the instructions.

### **Cancelling the Telephone Banking Service**

There may be times when we have to suspend the whole or any part of our Telephone Banking service. We will inform you by email or on our website.

## **24. Death and disability**

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

- 24.2 If the Account holder dies (except in the case of a joint Account holder), we will ask the personal representative(s), to provide the death certificate, grant of probate and/or letter of administration before allowing access to any funds in the Account. The representative would need to provide proof of their identity. The funds will be transferred to the Nominated Linked Account. However, if the Nominated Linked Account is dormant or closed, the payment will be made in the name of the authorised personal representative(s). The Account will be blocked when we receive notice of the Account holder's death.
- 24.3 In the case of joint Accounts, if any one of the Account holders dies, the other Account holder will be allowed to access the funds from the Account.
- 24.4 We may decline any withdrawal from an Account until we have received the correct forms relating to the estate.
- 24.5 Authorising others to operate your Account
- 24.5.1 You may authorise an individual to operate your Account on your behalf by signing a power of attorney. We will accept only one power of attorney. We do not accept joint powers of attorney, except when the rights are given to the attorneys jointly or severally. If there is more than one attorney, then one of them must be nominated and all transactions must be authorised by that individual only. We will need to see the original signed power of attorney, although for some powers of attorney we may be able to accept a copy certified by those listed in our requirements, such as a solicitor. If you want any further information on powers of attorney, or if you have any queries, you may contact our Customer Service Centre. We will be glad to assist you.
- 24.5.2 For security reasons, we may not allow a person who is operating your Account on your behalf to access some services. Where we do make these services available, that person may use your security details and we will not treat it as a breach of your security obligations.

## 25. Financial difficulties

If you find yourself in financial difficulties, you should let us know as soon as possible. We will consider cases of financial difficulty sympathetically and positively. Our first step will be to contact you to discuss the matter. We will do all we can to help you overcome your difficulties. 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 will be able to help.

## 26. Credit reference and fraud prevention

### 26.1 Data sharing

We may record, exchange, analyze 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.

### 26.2 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 organizations including other lenders

26.3 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.

## 27 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

- Visit your nearest ICICI Bank branch and speak to a member of staff.
- Telephone: Customer Relations on 08081 31 4151 (freephone from UK landline) to inform us of your concerns.
- Email: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

We will arrange for the right person to investigate and respond to your concerns. (You must not send us your password, or other information you consider confidential, by email or post). Within two business days of receiving your complaint, we will send you a written



acknowledgement. Within four weeks, we will write to you again with our final response or to explain why we need more time to respond. If we have not already responded to you, we will send you our final or other response within eight 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 that service at:

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)

## 28 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 1998, and any other applicable laws.

28.2 We and other Group companies will access, use and analyze your information for the following purposes:

- to manage, maintain and develop our relationship with you;
- to consider any applications made by you;
- to manage your Account(s);
- to make financial risk assessments including money laundering checks and for fraud prevention purposes;
- to meet our regulatory compliance and reporting obligations;
- to provide you with information in relation to products, services and events of both Group companies and third parties which we consider may be of interest to you. However, we will do so only if you have given an explicit consent for this. If at any time, you want to revoke your consent, you may write to us at ICICI Bank UK PLC, One Thomas More Square, London E1W 1YN to let us know;
- for assessment and analysis purposes including behaviour scoring and market and product analysis;
- to prevent crime, to verify your identity; and
- to develop and improve our services to you and to notify you about changes to our services.

28.3 We will not disclose your information outside the Group except:

- Where we have your permission;
- If we are required or permitted to do so by any law or regulation;
- To credit reference and fraud prevention agencies and identity and address verification organizations (who may record and use your information and disclose it to other lenders), financial services organizations and insurers. Your information may be used by those third parties to make assessments in relation to your creditworthiness for debt tracing, fraud and money laundering prevention purposes.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organizations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities;
  - Managing credit and credit related Accounts or facilities;
  - Recovering debt;
  - Checking details on proposals and claims for all types of insurance;
  - Checking details of job applicants and employees.

Please contact us at 08081314151 (freephone from UK landlines) if you want to receive details of the relevant fraud prevention agencies;

- 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 we will ensure that they have adequate security measures in place to safeguard your information;
- 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;
- To third parties as part of the process of selling one or more of our businesses;
- To carefully selected third parties so that they can contact you about products or services that they think may interest you. We will pass your information to third parties for marketing purposes only if you have given an explicit consent for this.

28.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## **29 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 some small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint Accounts each Account holder is treated as having a claim in respect of their share so, for a joint Account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's Accounts with us including their share of any joint Account, and not to each separate Account. For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

## **30. General**

- 30.1 If we relax any of these Terms and Conditions, this may be a temporary measure or a special case and we may enforce them again with reasonable notice.
- 30.2 These Terms and Conditions will be governed by English laws and any dispute between you and us will be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 30.3 Nothing in these Terms and Conditions will reduce your legal rights including your rights relating to described Accounts or services, the fairness of terms on which they are provided to you, and any rights you may have to close your Account or to claim compensation. For further information about your legal rights contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.