

# HiSAVE Account Terms and Conditions



**HiSAVE Account - Terms and Conditions (effective 31/11/2018)**

<b>Sections</b>	<b>Page No</b>
Introductions and Definitions	3
Condition	5
Condition 2 - Opening an account	5
Condition 3 - Initial deposit to your account	6
Condition 4 - Communication between you and us	8
Condition 5 - Payments into your HiSAVE Accounts	9
Condition 6 - Withdrawals from your HiSAVE Accounts	10
Condition 7 - Confirmation of instructions and transactions	11
Condition 8 - Operation of the account	11
Condition 9 - Joint HiSAVE Account(s)	15
Condition 10 - Security and access	16
Condition 11 - Interest and Tax	18
Condition 12 - Statements	18
Condition 13 - Change in your information	19
Condition 14 - Changes to these Terms and Conditions	19
Condition 15 - Charges	20
Condition 16 - Set-Off	20
Condition 17 - Liability	20
Condition 18 - Closure of HiSAVE Accounts	21
Condition 19 - Legal action against you	22
Condition 20 - Claims on your account	22
Condition 21 - Your personal information	23
Condition 22 – Services of Third party service providers	24
Condition 23 - Credit reference and fraud prevention	24
Condition 24 - Transfer of Rights & Obligations	24
Condition 25 - Telephone Banking services	24
Condition 26 - Death and disability	25
Condition 27 - Financial difficulties	26
Condition 28 - Complaints	26
Condition 29 - Financial Service Compensation Scheme	27
Condition 30 - General	28

## Introduction

These Terms and Conditions apply to HiSAVE Accounts (HiSAVE Savings Account or HiSAVE SuperSaver Savings 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. If you have a HiSAVE Fixed Rate Account which is linked to HiSAVE Accounts, you will not be able to close your HiSAVE Accounts until the maturity of your HiSAVE Fixed Rate Account.

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.

HiSAVE Accounts are online, variable rate, savings accounts.

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

ICICI Bank UK PLC is a wholly-owned subsidiary of ICICI Bank Limited. ICICI Bank Limited is regulated and authorised to take deposits in India by the Reserve Bank of India.

## Definitions

In these Terms and Conditions:

**"Account Manager"** means the Internet Banking Service offered by us to you through which you can manage your 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).

**"Customer IDs"** means a unique number given to every customer on our records.

**"Customer Service Centre"** means our customer services unit available which can be reached on 0344 412 4444. Calls to this number, use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls.

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

**"GDPR"** means the General Data Protection Regulation ((EU) 2016/ 679), the successor regulation to the Data Protection Act 1998 by which the European Parliament, the European Union and the European Commission intend to strengthen and unify data protection for all individuals within the European Union (EU).

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

**"HiSAVE Account"** means HiSAVE Savings Account, HiSAVE Super Savings Account – Bonus Saver, HiSAVE Bonus Saver Series 2 and the HiSAVE SuperSaver Savings Account together or

separately.

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

**“Internet Banking”** means the service which allows you to conduct financial and non-financial transactions/queries on a secure website - [www.icicibank.co.uk](http://www.icicibank.co.uk) operated by ICICI Bank UK PLC.

**“Nominated Linked Account”** means a current account from which your funds will be transferred to open a HiSAVE Account. You register this account at the time of opening the HiSAVE Accounts.

**“Same Business Day payments”** or **“Same Day Payment”** means GBP payments directly to the account of any person or organisation in the UK, Channel Islands and Isle of Man, which will be received by the payee Bank on the Same Business Day.

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

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

**“We”, “Us”, and “Our”** means ICICI Bank UK PLC.

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

**“You”** and **“Your”** means 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 Accounts are available to individuals aged 18 or over who are resident in the United Kingdom (UK), not including the Channel Islands and the Isle of Man. If you cease to be eligible for the account, we may close it. (See condition 18)
- 1.2. You must have a personal Bank or Building Society current account from the UK, Channel Islands or the Isle of Man, with a direct debit, electronic funds transfer and cheque book facility in your name. In absence of cheque book we may ask you to provide alternative documentary evidence to verify your Nominated Linked Account
- 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 HiSAVE 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 due to reasons beyond our reasonable control.

For more details on acceptable documents and certification, please visit:  
<http://www.icicibank.co.uk/personal/faqs/opening-an-Account-Hisave.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 HiSAVE Account.

- 2.2. You may be asked to provide independent documentary evidence of your identity and/or current address for fraud prevention and compliance with anti-money laundering regulations purposes. You may also be asked to confirm your tax residency for compliance with tax reporting legislation.
- 2.3. We may refuse any application to open a HiSAVE Account, but we will notify you if we do so.
- 2.4. The HiSAVE Account will be opened in GBP only. The minimum balance required is £1. There is no limit on the maximum amount of funds.
- 2.5. You can only hold one HiSAVE Savings Account and one HiSAVE SuperSaver Savings Account in your name (single or joint).
- 2.6. If you are opening a single HiSAVE Account, your Nominated Linked Account can be either in single or joint names. If you are opening a joint HiSAVE Account, your Nominated Linked Account must be a joint current account in the name of both the applicants.
- 2.7. If you open an account with us at a distance (over the phone or 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.
- 28 For any queries on how to open a HiSAVE Account, you can visit the FAQs section on our Website. Alternatively, you can email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or contact our Customer Service Centre.
- 2.8.1 Each of the HiSAVE Account holders will receive a separate Customer ID by email as soon as your account is opened.
- 2.8.2 If you have applied for a single HiSAVE 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.
- 2.8.3 If you have applied for a joint HiSAVE 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 his/her password online and it will be sent separately to his/her communication address within seven Business Days from the date of account opening.
- 2.8.4 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 addresses within seven Business Days from the date of account opening.
- 2.8.5 When you log on to your HiSAVE Account for the first time, you will be prompted to change your password. This is to maintain security of your own account.

### 3. Initial deposit to your Account

The initial deposit of £ 1 can be made by cheque or direct debit from your Nominated Linked Account depending upon the mode of operation you choose.

- 3.1 By a cheque.
- 3.1.1 Once we have carried out the identity checks, we will email you to send a cheque to us from your Nominated Linked Account, which is in your name. The cheque should be for the entire initial deposit amount (minimum amount of £1, no maximum limit). It must be in your name and drawn from the Nominated Linked Account mentioned in your HiSAVE 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 Account, your Nominated Linked Account can be either a single account or a joint account. If you are opening a joint HiSAVE Account, the cheque must be from a Nominated Linked Joint Current Account which is in the name of both the applicants.
- 3.1.2 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.
- 3.1.3 Upon successful receipt and verification of the cheque from your Nominated Linked Account in accordance with condition 3.2.1, we will open your HiSAVE Account, set up a direct debit

between the two accounts and send you the account information and User ID by email within six Business Days from the date of receipt of the cheque. You must not cancel the direct debit instruction while you maintain the existing current account as your Nominated Linked Account.

- 3.1.4 Upon successful verification of the cheque, we will send it to the Bank issuing the cheque 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.
- 3.1.5 If the cheque is returned unpaid, your application to open a HiSAVE Account will be rejected. You may re-apply for a HiSAVE Account.
- 3.1.6 We will transfer funds to your HiSAVE 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 condition 3.1.8.
- 3.1.7 If we are unable to set up a direct debit, but your cheque is cleared by your Nominated Linked Account Bank, we will reinitiate the direct debit. In such circumstances, we will process your account opening as normal. However, you will be unable to transfer the money from your Nominated Linked Account to your HiSAVE Account until such time as the direct debit is set up between your HiSAVE Account and your Nominated Linked Account.
- 3.1.8 If we have not received the account opening cheque from your Nominated Linked Account within three months of receiving your application for a HiSAVE Account, we will reject the application and you will have to re-apply online to open a new HiSAVE Account.
- 3.1.9 Cheque clearing cycle: The cheque clearing cycle is the time taken for initial deposit money to be paid to your account.
- 3.2 Through Direct Debit:
  - 3.2.1 If you are applying for a single HiSAVE Account, your initial deposit through direct debit is restricted to £1 only. Once your account is opened, you need to request your nominated current account bank with whom you hold the account to transfer funds to your HiSAVE Account. If you are applying for a joint HiSAVE Account, you will need to fund your account by sending a cheque.
  - 3.2.2 After carrying out identity checks, we will open a HiSAVE Account and set up a direct debit between your HiSAVE Savings Account and your Nominated Linked Account. The direct debit is an electronic link between your HiSAVE Account and your Nominated Linked Account to collect the funds from your account.
  - 3.2.3 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 Account. It takes up to three Business Days to receive the funds.
  - 3.2.4 If we are unable to set up a direct debit between the two accounts, your application for opening a HiSAVE Account will be rejected. You may however re-apply for a HiSAVE Account.

- 3.25 If we are unable to collect funds from your Nominated Linked Account due to insufficient funds in that account, 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 for any reason, your application for a HiSAVE Account will be rejected. You may however re-apply for a HiSAVE Account.
- 3.3 You must not cancel the direct debit instruction we have set up between your HiSAVE Account and your Nominated Linked Account.
- 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 HiSAVE Account until you call our Customer Service Centre and ask us to unblock it. However, your HiSAVE Account will continue to earn interest.
- 3.6 When you call our Customer Service Centre to unblock your accounts, 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 You must not cancel the direct debit instruction which we have set up between your HiSAVE Accounts and your Nominated Linked Account.
- 3.8 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 HiSAVE Account. In this case, your initial deposit must be by a 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 to us.
- 4.2 Your HiSAVE Accounts may be accessed through the Internet via the Website.
- 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 Accounts are online accounts, we will not be able to accept any requests that are sent to us by post, except for the circumstances mentioned in condition 24.
- 4.5 After your HiSAVE Account has been opened, you can communicate with us by logging on to your ICICI Bank Internet Banking and 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 HiSAVE Accounts 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 HiSAVE Account details and the security details provided by you when the HiSAVE 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 HiSAVE Account via the website or by calling our Customer Service Centre.
- 4.9 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.

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 Accounts

- 5.1 Apart from your first deposit, after we have set up your HiSAVE Account, you can make more payments into it by:
  - 5.1.1 Arranging with another Bank or Building Society to make a payment into your HiSAVE Account (for example, by electronic transfer). You will have to give the other Bank or Building Society our sort code (30-00-81) and your HiSAVE Account number.
  - 5.1.2 Transferring money from a Current account you hold with us.
  - 5.1.3 Transferring money between your other HiSAVE Accounts (HiSAVE Savings Account and HiSAVE SuperSaver Savings Account) by contacting the Customer Service Centre.
- 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 The minimum amount you need to transfer is GBP 1. If you set up a standing order from another Bank or if there is an arrangement with Nominated Linked Account Bank or Building Society to make a payment into your HiSAVE Account, there is no limit on the maximum amount of funds you may transfer into your HiSAVE Account.
- 5.4 If your Nominated Linked Account is an ICICI Bank UK PLC current account, a direct debit instruction is not required to make transfers.
- 5.5 Your initial transfer of £1 transaction may be rejected by your Nominated Linked Account Bank or Building Society for any of the reasons mentioned below and in such cases please

contact your Nominated Linked Account Bank or Building Society for more details:

- a. Direct debit instruction is not presently with your Nominated Linked Account Bank/Building Society;
  - b. Direct debit instruction has been cancelled by you or your Nominated Linked Account Bank/Building Society;
  - c. Your Nominated Linked Account Bank/Building Society states that the date of debiting is in advance of the due date specified in any existing fixed direct debit instruction;
  - d. After advance notice to you;
  - e. Your Nominated Linked Account Bank/Building Society is not in a position to pay the direct debit;
  - f. Account number is not recognised by your Nominated Linked Account Bank/Building Society;
  - g. Your dispute time, amount or frequency of advance notice and have requested single payment to be reversed;
  - h. Nominated Linked Account has been shifted to some other Bank or Building Society;
  - i. You state that the amount of the direct debit differs from the amount in any existing fixed instruction or advance notice to you; or
  - j. Presentation is overdue (e.g. date of presentation is more than the due date of the direct debit instruction).
56. If we receive an instruction for changes to the direct debit between your Nominated Linked Account and HiSAVE Account, we will make the necessary changes and communicate these to you. You must ensure your direct debit is valid before initiating any funds transfer from the Bank.

## **6. Withdrawals from your HiSAVE Account**

- 6.1 You can transfer funds from your HiSAVE Account by logging into your HiSAVE Account through the Internet Banking Service on our website.
  - 6.1.1 Funds will be transferred from your HiSAVE Account to your Nominated Linked Account only. Either you or we may request the transfer of funds at any time with one Business Days' notice.
  - 6.1.2 If we receive an instruction to make a payment electronically, after 17:00 hrs UK time or on a day that is not a Business Day, we will treat it as though we received it on the next Business Day. You can also request a payment to be made from your HiSAVE 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 HiSAVE 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 17:00 hrs 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 "Same Business Day payments".
- 6.3 The daily limit for online transfers from your HiSAVE Account is £20,000 and from Mobile Banking App is £10,000. If you wish to transfer more, call our Customer Service Centre. 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 Nominated Linked Account Bank or Building Society for any of the reasons mentioned below and in such cases, please contact your Nominated Linked Account Bank or Building Society for more details:
- a. Invalid Nominated Linked Account details
  - b. Nominated Linked Account is transferred to another Bank/Building Society
- 6.5 If we receive instruction for changes to the direct debit between your Nominated Linked Account and your HiSAVE Account, we will make the necessary changes and communicate these to you. You must ensure your direct debit is valid before initiating any funds transfer from the Bank or Building Society.
- 6.6 If you wish to modify any scheduled payment request, you can do so from the “Transfer Money” section in your HiSAVE Account Internet Banking Service, or by calling our Customer Service Centre.
- 6.6.1 A funds transfer request cannot be cancelled on the day it is scheduled for processing.
- 6.6.2 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 17:00 hrs UK time.

## **7. Confirmation of instructions and transactions**

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

## **8. Operating – your account**

- 8.1 You can give us instructions either:
- a. Verbally by calling our Customer Service Centre; 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.

- 8.2 When you call us, we will confirm your identity using our security procedures (such as answers to questions) about you known to you and us or requesting to input telephone banking passcode for automated verification on the IVR (Interactive Voice Response). We may not be able to assist you if we are unable to identify you as our customer since this is to protect the security of your account.
- 8.3 When we call you, we will never ask for details of your password, passcodes or PIN to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account.

- 8.4 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.
- 8.5 Sometimes, the transferring Bank may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Account along with any interest which may have been paid.
- 8.6 To change your Nominated Linked Account, you must make an online request through Internet Banking service or call the Customer Service Centre and provide us with new account details. On doing so, you will be given a reference number. Please make a note of this reference number.
- 8.7.1 We will verify the new bank account detail provided by you and set your new Nominated Linked Account and pull £1.
- We may ask you to send a cheque of a minimum of GBP 1 from your new Nominated Linked Account with the reference number written on the back of the cheque. Your new Nominated Linked Account must be in the same combination of names (single/ joint names) as the HiSAVE Account. Alternatively we may ask you to send an original bank statement of your New Nominated Bank Account. The issue date of the bank statement should not be more than 3 months old. Once we have received and verified these documents, your request will be processed within six Business Days.
- 8.7.2 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.
- 8.7.3 If your new Nominated Linked Account is an ICICI Bank UK PLC current account, then the documents mentioned above are not required. In this case, your request will be processed in two Business Days.
- 8.8 You cannot change your Nominated Linked Account:
- Within 45 days of opening your HiSAVE Account; or
  - More than once within a period of 45 consecutive days.
- 8.8.1 If you change your Nominated Linked Account immediately after the 45-day period mentioned above, we may seek further information from you.
- 8.9 You must notify us promptly if you experience any failure, delay or error in the website, Internet Banking or in the operation of your HiSAVE Accounts or you suspect any breach of security or fraud.
- 8.10 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.
- 8.11 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:
- 8.11.1 We have a reason for believing that you did not give us the instruction (unauthorised instructions);
  - 8.11.2 The instruction is not clear;
  - 8.11.3 To carry out the instruction would be unlawful;

- 8.11.4 It is to be performed at a future date;
- 8.11.5 It is conditional on the happening of a certain event.
- 8.12 If we don't act on your instructions, we will notify you accordingly.
- 8.13 If we consider that there is a 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.
- 8.14 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.
- 8.15 For security reasons, your HiSAVE Accounts User ID will get locked if unused for a period of thirteen 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.
- 8.16 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 User ID is unlocked, you can log in using the existing password.
- 8.17 If you have forgotten your password, you will need to go to the login page of your Internet Banking facility and make an online request for a password re-issue using the "Forgot Password" option, or contact our Customer Service Centre. The new password will be sent to your registered postal address within seven Business Days.
- 8.18 If there is no transaction done by you in your HiSAVE Account for 24 months, we will treat it as an Inactive Account 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 HiSAVE Accounts by calling us at our Customer Service Centre. In any event, the money in the Inactive Account will always remain your property, no matter how many years.
- 8.19 Your account will become dormant if no activity is initiated by you for a period of 15 years. It will then be governed by the provisions of Dormant Bank and Building Society Accounts Act 2008. If you ask us, we will tell you how to access your dormant account. Should you need further information on Inactive Account, please call our Customer Service Centre.
- 8.20 The table below provides a list of transactions for the HiSAVE Accounts:

Financial	Channel	Charges	Turnaround	Cut-off time	Financial	Value Date
-----------	---------	---------	------------	--------------	-----------	------------

Transaction		(GBP)	time	for same day processing (UK time)	(GBP)	
Withdrawal "Same business day Payments"	Mobile Banking	NIL	Same Business Day	5:00 PM UK time  for Mobile Banking <b>Please note:</b> Mobile Banking Payments are unavailable between midnight to 7.00 a.m	10,000 per day	Funds debited from your Account
Payments in	Internet and Phone Banking	NIL	2 hours	3:30 PM receipt of funds	No limit	Credited on the day we receive funds
Withdrawal "Same business day payments"	Internet and Phone Banking	NIL	Same Business Day	5:00 PM UK time for online	20,000 per day	Funds debited from your Account immediately
Withdrawal via CHAPS	Internet and Phone Banking	20	Same Business Day	1:00 PM	No limit	Funds debited from your Account immediately
Request to HiSAVE Fixed Account with from HiSAVE Accounts	Internet Phone	NIL	2 Business	NA	Minimum of 1,000	Interest earned the day funds available in HiSAVE Account
Request to HiSAVE Fixed Account with funds from your Nominated Linked Account	Internet Phone	NIL	7 Business	NA	Minimum of 1,000	Interest earned the day funds available in your HiSAVE Accounts
Request for change in 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 Accounts	Internet and Phone Banking	NIL	2 Business Days	NA	NA	NA
Change of payout option HiSAVE Account yearly or vice-versa)	Internet Phone	NIL	7 Business	NA	NA	NA

Non Financial Transaction	Channel	Charges (GBP)	Turnaround time	Cut-off time for same day	Financial Limit (GBP)	Value Date
Change of contact detail (address/email/ telephone number)	Internet and Phone Banking	NIL	2 Business Days	NA	NA	NA
Change of contact detail (address/email/ telephone number)	Phone Banking	NIL	2 Business Days	NA	NA	NA
Re-Issue Internet Banking password	Internet and Phone Banking	2 (Online request for reissue of passwords are free)	7 Business Days (Subject to UK postal service)	NA	NA	NA
Activate Inactive Account	Phone Banking	NIL	1 Business Day	NA	NA	NA
Change Nominated Linked Account	Internet and Phone Banking	NIL	6 Business Days (from day we receive documents)	NA	NA	NA
Physical copy of bank statement	Phone Banking	5	7 Business Days (Subject to	NA	NA	NA
Check transfer status Nominated Linked Account	Phone Banking	NIL	1 Business Day	NA	NA	NA
Other enquiries Nominated Linked Account	Phone Banking	NIL	2 Business Days	NA	NA	NA

NA means Not Applicable

8.21 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.

### 9. Joint HiSAVE Accounts

- 9.1 A HiSAVE Account can be opened as a joint account for a maximum of two people.
- 9.2 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.
- 9.3 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.

- 9.4 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.
- 9.5 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.
- 9.6 If either of you dies, the joint HiSAVE Account can be operated by the survivor.
- 9.7 If we find that either of you is, or may be, declared Bankrupt, we will block your joint HiSAVE 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.
- 9.8 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.

## 10. Security and access

- 10.1 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.
- 10.2 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 on to 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.

10.21 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 at our Customer Service Centre. As soon as you inform us, we will lock your Internet Banking user ID to prevent access to your accounts by any unauthorised person.

10.22 If asked, you must confirm in writing the loss or theft of your security details.

10.23 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.

10.24 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.

10.3 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.

10.4 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.

10.5 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.

10.6 We may ask you to confirm instructions by telephone, Internet and other electronic means if we believe this is required before acting on them.

10.7 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.

## 11. Interest and Tax

- 11.1 The interest rate for your HiSAVE Accounts is variable. Details of our current interest rates are available on our Website.
- 11.2 We will only calculate interest each day on balances of £1 or more.
- 11.3 Interest will be calculated from the Business Day on which we receive the funds into your HiSAVE Accounts.
- 11.4 If you have chosen the HiSAVE Accounts - monthly interest option, interest will be paid on the last Business Day of each month and at closure of the account.
- 11.4.1 If you have chosen the HiSAVE Accounts - annual interest option, interest will be paid on 31st March of each year and at closure of the account.
- 11.5 Interest is calculated and rounded off to the second decimal place.
- 11.6 If you require your interest certificate for your account, you can make a request for this with our Customer Service Centre or request the same through Internet Banking.
- 11.7 We may run promotions for new or existing customers. These promotions may involve incentives including higher interest rates than those available on our Website. The current rate of interest payable on the HiSAVE Accounts will be displayed on the website.
- 11.8 Income tax is no longer deducted from the interest you earn on your HiSAVE Account.
- 11.9 You must update us with any changes in your status or information such as your residential address or changes that are relevant to your tax affairs. Some services may no longer be available if your status changes (for example, if you become resident in another country). We may be required to pass information about you, directly or indirectly, to tax authorities or any other regulator. We may also have to deduct withholding taxes from any interest or income we pay or pass on to you.
- 11.10 We will communicate any change in interest rate to you by posting it on the website, informing the Customer Service Centre and writing to you by post or email in the following ways.
- 11.10.1 If the change is to your advantage, we will tell you within 30 days of the change.
- 11.10.2 If the change is to your disadvantage, we will always tell you personally at least 60 days in advance and we will ignore any notice period for 60 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. Statements

- 12.1 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.
- 12.2 We may also send you an email on a monthly basis asking you to check the statement in your Internet Banking.
- 12.3 Your statements will show all amounts added to or taken from your account since the previous statement along with details of individual transactions.
- 12.4 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.

125 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.

126 For the security of your account, we will not provide you with statements if your account is dormant. Please refer to condition 8.18 and 8.19 for more information on Inactive and Dormant Accounts.

### **13. Changes in your information**

131 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.

132 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.

133 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, are not updated, we may block your account to protect both your account and the bank. 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.

134 If you move to an address outside the UK, you must inform us as soon as possible and you will need to close your HiSAVE Accounts. 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 on us or we incur any liability, you will be responsible.

135 If you send us any important documents, we recommend that you send them by special delivery.

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

141 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, 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.

142 We will advise you of any such changes covered under condition 14.1, 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.

143 We will advise you of any changes covered under condition 14.1, including changes to charges, which are not to your disadvantage, by sending a personal notice (sent electronically) within 30 days of making such change.

144 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.

## 15. Charges

- 15.1 We do not charge for operating the HiSAVE Accounts except for those charges in respect of CHAPS transfers and ordering physical statements. However, we may wish to introduce new charges in the future for valid reasons as mentioned in condition 14.1 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.
- 15.2 Internet Banking password re-ordered and sent by post by paying £2 (online requests for re-issue for passwords are free).

## 16. Set-Off

- 16.1 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.
- 16.2 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.

## 17. Liability

- 17.1 We will make payments based on the specific information we have requested.
- 17.2 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.
- 17.3 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 17.7, 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.
- 17.4 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 be expected to have foreseen.

17.5 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.

17.6 You will be liable up to a maximum of £35 for any losses incurred in respect of unauthorised payments from your account arising where you have failed to keep your security details safe.

17.7 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.

17.8 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 HiSAVE Accounts to your Nominated Linked Account, opening a HiSAVE Fixed Rate Account, change of address, etc. over the Internet or phone.

#### 17.9 **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.

#### 18. **Closure of HiSAVE Accounts**

181 You may close your HiSAVE Accounts with us by calling our Customer Service Centre or by logging into your HiSAVE Accounts 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 us to close your HiSAVE Account, the funds from your HiSAVE Account will be transferred into your Nominated Linked Account only. Please Note: If you have a HiSAVE Fixed Rate Account which is linked to HiSAVE Account, you will not be able to close your HiSAVE Account until the maturity of your HiSAVE Fixed Rate Account.

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

1821 You are no longer eligible to hold a HiSAVE Account. Please inform us immediately if you do not meet any of the requirements mentioned in condition 1;

1822 You or someone else using your HiSAVE Account is doing so illegally or fraudulently;

1823 You have given us false information;

1824 You have continually or seriously (or both) broken these Terms and Conditions;

1825 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.

183 If your HiSAVE 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.

184 If we close your account or accounts:

184.1 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

184.2 You must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your accounts.

185 If you are not happy about your choice of Savings Account, 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.

## 19. Legal action against you

19.1 If we receive notice of a fine, a court order or a court judgement against you or any other account holder, we may refuse to allow withdrawals from your HiSAVE 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.

19.2 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.

## 20. Claims on your Account

If another person makes a claim for any of the funds in your HiSAVE Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or controls funds in your HiSAVE Account, we may:

- a. Put a hold on your HiSAVE 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;
- d. Apply for a court order; or

- e. Take reasonable actions we feel are necessary to protect us.

## 21. Your Personal Information

- 21.1 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, or its successor legislation, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation and any other applicable laws.
- 21.2 We and other Group companies will access, use, analyse and process your information in line with details provided in the Privacy Notice under section ‘Purposes of processing’.
- 21.3 We will not disclose your information outside the Group or with third parties except for the reasons provided in the Privacy Notice under section ‘Recipients or categories of recipients’:
- To government entities and regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions
  - To persons who act as our agents and service providers. Where we use agents and service providers this will be under a strict code of confidentiality and the applicable data protection requirements will be equally applicable on them.
  - To a third party to whom we transfer or may transfer our rights and duties under your customer agreement or any other agreement we enter into with you. We will transfer our rights and obligations only to those third parties whom we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you by us.
- 21.4 We will use your information to inform you by mail, telephone or email about products and services that may be of interest to you. You can tell us if you do not want to receive such marketing information.
- 21.5 Under the General Data Protection Regulation (**GDPR**) (Regulation (EU) 2016/679) adopted in UK through “UK Data Protection Bill, 2017”, you have the right to see the personal records we hold about you. You can ask Bank to provide this information after identifying yourself.
- 21.6 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.
- 21.7 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.
- 21.8 We will disable your Customer ID if you have closed all accounts with us. We will continue to retain your personal details for a period of ten years after the end /closure of the relationship with us.
- 21.9 Under the provisions of GDPR Bank is required to obtain explicit consent from you to process your information held with us. The details of this requirement are given in detail

in the Privacy Notice. Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. Additionally, you can find more information Privacy policy ([hyperlink](#)) on our Website.

## 22. Services of third party service providers

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

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

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

## 23. Credit reference and fraud prevention

### 23.1 Data sharing

We may record, exchange, analyse and use relevant information about you and your relationships with the companies in our Group (including the nature of your transactions) for credit assessment, market research and administrative purposes. Relevant information may also be exchanged with companies in our Group and others, for audit purposes.

### 23.2 Crime prevention and debt recovery

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

23.3 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.

## 24. Transfer of Rights and Obligations

24.1 The HiSAVE Accounts opened by you and your related rights and obligations are non-transferable by you.

24.2 We may transfer all or any of our rights in relation to your HiSAVE Account. We may also transfer any of our obligations, in relation to your HiSAVE 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 these 2 months period without incurring any penalty or extra charges.

## 25. Telephone Banking Services

25.1 The Telephone Banking Service can be used for the following:



- 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 an representative in relation to any other enquiry.

#### 25.2 Using your account safely through the Telephone Banking Service

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. You must comply with all instructions we issue regarding using your account safely.

#### 25.3 Charges

The Telephone Banking Service is currently free of charge, however, 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.

#### 25.4 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.

### 26. Death and disability

- 26.1 If you die or become unable to manage your HiSAVE Account, all payments made from your HiSAVE Account will be valid and binding on you and your estate if they were made before we received written notice of your death or disability.
- 26.2 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 HiSAVE Account will be blocked when we receive notice of the account holder's death.
- 26.3 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.

26.4 We may decline any withdrawal from a HiSAVE Account until we have received the correct forms relating to the estate.

26.5 Authorising others to operate your account

26.5.1 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.

26.5.2 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.

## 27. 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.

## 28. Complaints

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

**Write to us at:** Customer Relations

ICICI Bank UK PLC,

One Thomas More Square, London E1W 1YN

**Walk** into your nearest ICICI Bank Branch and speak to a member of staff.

**Telephone:** Customer Service Centre on 0344 412 4444 (Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) or +44 2034785319 (if outside UK) to inform us of your concerns.

**Email:** [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

We will arrange for the right person within the bank to investigate and respond to your concerns. (You must not send us your password, or other information you consider confidential, by e-mail or post). In certain cases the responder may not be the same person who initially received your complaint but will be best equipped to help you.

We will send you an acknowledgement to let you know we have registered your complaint. We will aim to resolve your complaint within 3 Business Days, however, there may be occasions where it may take longer. If this happens, we will do our best to resolve your

complaints as soon as possible. If we do need more time, we will contact you to let you know. At latest, your complaint will be resolved within 8 weeks, and we will send you a final response letter which will detail our findings of our investigation. In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint you have the right to take your complaint to the Financial Ombudsman Service.

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

We will aim to resolve your complaint which fall within the scope of PSD2 within 3 Business Days, however, there may be occasions where it may take longer.

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

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

### **The Financial Ombudsman Service**

Exchange Tower London E14 9SR

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: 0300 123 9 123 or 0800 023 4567

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

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

### **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 businesses - are covered by the scheme.
- In respect of deposits, from 30th January 2017, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their

share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with us including their share of any joint account, and not to each separate account.

- For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim), please ask at your local branch, refer to the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 0800 678 1100 or 020 7741 4100. Please note only compensation related queries should be directed to the FSCS.

### 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, parties to make assessments in relation to your creditworthiness for debt tracing, fraud and money laundering prevention purposes.

