

## HiSAVE Fixed Rate Account - Terms and Conditions

These terms and conditions apply to the HiSAVE Fixed Rate Account (hereinafter referred to as the "HiSAVE Fixed Rate Account"). They, together with our HiSAVE Savings Account Terms and Conditions, Personal Banking Terms and Conditions, Internet Banking and Text Message Banking Terms and Conditions, are a contract between you, the customer, and us, ICICI Bank UK PLC.

We are an Associate Member of the British Bankers' Association

These are our standard terms and conditions upon which we intend to rely for our products and services from time to time. For your own benefit and protection you should read these terms and conditions carefully before availing any of our products and services. If you do not understand any of the terms or conditions, please contact us for further information.

The HiSAVE Fixed Rate Account is an online, fixed rate, deposit account.

### HiSAVE Fixed Rate Account

#### 1. Opening an account

- 1.1 A HiSAVE Fixed Rate Account can be opened only if you meet the following requirements:
  - You are an individual, aged 18 or older, resident in the United Kingdom (but not including the Isle of Man or the Channel Islands) for at least one year at the time of opening of your HiSAVE Fixed Rate Account; and
  - You have an existing current account (nominated linked account with a bank or building society in the UK ("bank") with electronic funds transfer, cheque book facility in your name and direct debit facility, (link between your HiSAVE Fixed Rate Account and nominated linked account which on your instruction, enables withdrawals and deposits between your accounts. Direct debit setting up online is covered by all Direct Debit safeguards and all the guarantees apply. In the event of any error, you are entitled to an immediate refund from your Bank or Building Society); and
  - You have access to electronic mail (email) facilities, and a valid current email address.
- 1.2 If you have not been resident in the UK for at least one year we may consider your request to open a HiSAVE Fixed Rate Account provided you satisfactorily clear our electronic KYC check or provide us with independent documentary evidence of your identity and/or address.
- 1.3 When you apply for a HiSAVE Fixed Rate Account, we will not be able to open your account until we have carried out various checks. We must check your identity for fraud prevention and compliance with Anti Money Laundering regulations. If we cannot do the checks electronically and under certain other circumstances, we will ask you to provide independent documentary evidence of your identity and/or address (for example electricity bill as proof of your address and your UK driving license or your passport as proof of your identity).

When you apply for the HiSAVE Fixed Rate Account, we will let you know which documents we will accept as proof of your address and identity. If we do not receive such documentary evidence, as we require, and we are unable to open the HiSAVE Fixed Rate Account within three months of the date of receiving your application we may ask you to reapply online to open a HiSAVE Fixed Rate Account and provide fresh evidence of your identity. We reserve a right to decline your application if we are not satisfied with the identity documents you have provided us.
- 1.4 The HiSAVE Fixed Rate Account shall be opened in pounds sterling only.
- 1.5 If you already hold a HiSAVE Savings Account you will be able to open a HiSAVE Fixed Rate Account by submitting a request online by logging into your internet banking account through the website or calling our customer service center. You can open more than one HiSAVE Fixed Rate Account with us. You cannot make additional deposits into your HiSAVE Fixed Rate Account, change the term of your HiSAVE Fixed Rate Account or close your account if 14 days have passed after account opening. If you do not hold a HiSAVE Saving Account, then we will open a HiSAVE Savings Account for you subject to clause 1.12, 1.13 and the funds of your Fixed Rate account will be transferred to this HiSAVE Savings Account upon maturity. The Direct Debit initially between your nominated linked account and your HiSAVE Fixed Rate Account will be replaced with a new Direct Debit between your nominated linked account and your HiSAVE Savings Account. We will inform you once your HiSAVE Savings Account has been opened. Minimum investment required for a HiSAVE Fixed Rate Account is £1000.
- 1.6 If you are applying for a HiSAVE Fixed Rate Account by filling up an online application form, you must draw a cheque for the entire deposit amount (min. amount being £1000, no limit on maximum investment) in order to open your HiSAVE Fixed Rate Account. This cheque should be in your name and drawn from nominated linked account mentioned in your HiSAVE Fixed Rate 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 Fixed Rate Account, your

nominated linked account can be either a Single account or a Joint account. If the nominated linked account is joint current account, the cheque should be signed by one or all of the current account holders as per the operational set up of the account. If you are opening a joint account, the cheque must be from nominated linked joint current account which is in name of both the applicants.

- 1.7 You can choose, by specifying at the time of opening the HiSAVE Fixed Rate Account, either to renew the HiSAVE Fixed Rate Account for the same term as opted previously or to close the HiSAVE Fixed Rate Account and transfer the funds to your linked HiSAVE Savings Account (if you already hold one) at maturity. If you do not have a HiSAVE Savings Account, the funds will be transferred to your nominated linked account. This can be selected under the 'Auto renewal' option. If you choose 'Auto renewal' option, your funds will be reinvested for another term of the same duration upon maturity. You may change your selection at any time by calling up our customer service center upto 2 working days before the maturity of the deposit. You may also write to us through the secured channel by logging into your internet banking account through our website.
- 1.8 If we have not received the account opening cheque (minimum amount being £1000, no limit on maximum investment) from your nominated linked account within three months of receiving your application for a HiSAVE Fixed Rate Account, we will reject the application and you will have to re-apply online to open a new HiSAVE Fixed Rate Account.
- 1.9 When you send us a cheque it must be in your name and drawn from the nominated linked account mentioned in your HiSAVE Fixed Rate Account online application form, for the total deposit amount for which you wish the account to be opened. You must make sure that you add your 8 digit tracking number, sent to you via e-mail by us, immediately after your name on the cheque you send us. In absence of this number we will not be able to process your application further.
- 1.10 Upon successful verification and clearing of cheque from your nominated linked account as per clause 1.10, we will open your account and send you the account information and Internet Banking User ID by e-mail within five working days from the date of clearing of the cheque.
- If the initial deposit cheque is returned unpaid by your nominated linked account bank/building society for any reason, your application for opening HiSAVE Fixed Rate Account will be closed. You may re-apply for a HiSAVE Fixed Rate Account.
- 1.11 If you have applied for a single HiSAVE Fixed Rate Account you will be able to choose your password while completing the application form. You will need this password, along with the User ID (sent by e-mail) in order to login to your account through our website.
- If you have applied for a Joint HiSAVE Fixed Rate Account you will be able to choose your password for the primary applicant while filling up the application form. You will then be able to login to your account using the User ID (sent by e-mail) and this password which you have generated. The password for the secondary applicant will be sent separately to his/her residential address within 7 working days from the date of account opening.
- If you have not generated your password while filling the application form, the password(s) for all applicants i.e. sole applicant in case of single application and primary & secondary applicants in case of Joint applications, will be sent separately to their residential addresses within 7 working days from the date of account opening.
- When you login to your account for the first time with either your chosen password or the one that we sent you by post, you will be prompted to change it. This is for the security of your own account. We strongly recommend that you change your password at this stage.
- 1.12 If you are applying for a HiSAVE Fixed Rate Account by completing an online application form, then the funds of your Fixed Rate account will be transferred only to a HiSAVE Savings Account upon maturity. This HiSAVE Savings Account will be opened and the Direct Debit mandate set initially between your nominated linked account and your HiSAVE Fixed Rate Account will be replaced with a new Direct Debit between your nominated linked account and your HiSAVE Savings Account. We will inform you 7 days in advance before opening your HiSAVE Savings Account.
- 1.13 If you hold a HiSAVE Fixed Rate Account(s) with us and this is/these are linked to one nominated account, then we will open a HiSAVE Savings Account in your name(s) and the funds of your HiSAVE Fixed Rate Account (s) will be transferred to this HiSAVE Savings Account at maturity. If you hold a HiSAVE Fixed Rate Account(s) and this is/ are linked to different nominated accounts, then the funds of your HiSAVE Fixed Rate Account(s) will be transferred to the relevant nominated linked account upon maturity unless you instruct us to open a HiSAVE Savings Account. In this case we will transfer the maturity proceeds to this HiSAVE Savings Account.
- 1.14 If you hold both HiSAVE Fixed Rate Account(s) and HiSAVE Savings Account with us, but both the accounts are independently linked to your nominated linked account(s), then we will delete the direct debit between your nominated linked account and your Fixed Rate Account and the funds of your Fixed Rate Account will be transferred to your HiSAVE Savings Account upon maturity.
- 1.15 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 commit;

- A 14-day right of cancellation; and
- Restrictions on how a financial service is supplied if you have not asked for it.

## 2. Communication between you and us

- 2.1 We may contact each other by post, telephone, computer (and subject to condition 12) which includes internet/email, digital television and any other electronic means and/or message made by any type of electronic device including but not limited to mobile/cellular communications or by any other method we agree. If we post a letter to you in the United Kingdom (the UK) it will be considered to be received 24 hours later if sent by first class post, 72 hours later if sent by second class post. Email will be considered to be received once it is transmitted from our system. Your HiSAVE Fixed Rate Account may be accessed through the internet via [www.hisave.co.uk](http://www.hisave.co.uk) or such other internet link as we may from time to time advise you. If we communicate with you through post, we will use your residential address on our records as your communication address.
- 2.2 For any queries in relation to opening a HiSAVE Fixed Rate Account you can contact us by sending us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or call our Customer Service Centre (08081 31 41 51).
- 2.3 After your HiSAVE Fixed Rate Account has been opened, you can communicate with us by sending us e-mails through the logged in section of your HiSAVE Fixed Rate Account via the website. This is a secured and an authorised mode of communication between you and us.
- 2.4 If there are technical problems in logging into your HiSAVE Fixed Rate Account or if you cannot access your HiSAVE Fixed Rate 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).
- 2.5 If you want to prevent others from reading email or text or electronic messages we send you, you must set up your own protection system such as a password on your system whether it is at home or at work. You understand that we may not be able to prevent messages being monitored at your work.
- 2.6 When you telephone our Customer Service Centre or contact us through the website, we will use your account details and security details provided by you when you opened your HiSAVE Fixed Rate Account. This is done for your own security and you will not be able to operate your HiSAVE Fixed Rate Account without them. We recommend that you use a touch tone phone while calling our Customer Service Centre.
- 2.7 If you have forgotten your password, you must call the Customer Service Centre where one of our customer service executives will ask you security questions to ascertain your identity for regeneration of your password. You can also visit our website go to the login page, click on the 'Forgot password' link, fill the form and submit it. If you have placed a request for 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.
- 2.8 We shall send you the password for activation of your HiSAVE Fixed Rate Account through post at your registered communication address with us. Please note that we cannot send it at any other address. Please inform us of any changes to your address before you place a request for a new password.
- 2.9 You must have a touch-tone phone to access our Customer Service Center. You will otherwise have to give instructions or get information about your account using our website ([www.hisave.co.uk](http://www.hisave.co.uk)). Also, if you forget your User ID and /or your password, you will not be able to operate your account online.
- 2.10 We shall contact you at the registered address, telephone number or email address that you have provided. You need to tell us as soon as possible if you change your name, address or email address or make any other changes relevant to the account. You will be responsible for any loss or damage that may occur for not keeping us updated about your changed address or details relevant to the account. We may conduct periodic electronic checks on your account and may ask you to provide us with your address proof in case you do not clear the electronic checks.

We are required to continue sending information to you at the registered address (postal and email) we hold for you. We are not responsible for any loss, damage or consequential losses, if you do not inform us promptly of a change in your details and address relevant to the account.

Unless you request otherwise we will contact only the joint account holder named first in our records subject to any legal and regulatory requirements. The first named account holder is responsible for passing information we send to the other account holders.

## 3. Payments into your HiSAVE Fixed Rate Account

- 3.1 When we receive your account opening cheque, we will send it to the bank issuing the cheque for payment within two working days of receiving it. This is required for us to authenticate the details on the cheque with the ones in your application form. In exceptional circumstances this might take an additional working day. Each UK cheque paid into ICICI Bank UK accounts clears on the sixth working day from the date of the sending the cheque for clearing. We will open your HiSAVE Fixed Rate Account on the day we receive clear funds but you will start earning

interest from the second day of presenting the cheque. However, if we receive a cheque after 1300 Hrs UK local time or on a day that is not a business day, we will treat it as though we received it on the following business day. Also see clause 6.4 regarding the central clearing cycle.

### 3.2 Payments to open subsequent HiSAVE Fixed Rate Account:

3.2.1 If you already have a HiSAVE Fixed Rate Account and wish to open another one you can do so by placing a request by logging into your internet banking account through the website or contacting our Customer Service Centre. In this case, the HiSAVE Fixed Rate Account will be opened by pulling money from your nominated linked account or your HiSAVE Savings Account (if you hold one). When you make a request to open a subsequent HiSAVE Fixed Rate Account from your nominated linked account, we will use the Direct Debit set up between your nominated linked account and your HiSAVE Fixed Rate Account or your HiSAVE Savings Account (if you hold one) to forward this request to your bank. Please ensure you have adequate funds in your nominated linked account so that the Direct debit request is successfully executed. It usually takes three working days for us to receive the funds. This amount will be credited into your account and will start earning interest on the same day on which we receive it.

Once the HiSAVE Savings Account is opened as per clause 1.12, all subsequent transactions will be made through HiSAVE Savings Account only. When you make a request by logging into your internet banking account through the website for a specified amount of funds to be withdrawn from your nominated linked account and to open a subsequent HiSAVE Fixed Rate Account, we will use the Direct Debit set between your nominated linked account and your HiSAVE Savings Account to forward this request to your bank.

3.2.2 The Direct Debit set-up is governed by the Direct Debit Guarantee and if any money is erroneously taken by us from your nominated linked account under the Direct Debit Authority given to us, we will refund the money to your nominated linked account as soon as reasonably practicable. In order to do this we may seek additional information from you to establish whether money was wrongly taken by us from you.

3.2.3 You must not cancel the direct debit instruction which we have set up between your HiSAVE Fixed Rate Account and your nominated linked account (if you do not have a HiSAVE Savings Account). For further details on direct debit please refer to clause no 6.5.

Subject to clause 1.12, 1.13 and 1.14, after the HiSAVE Savings Account is opened, the Direct Debit initially set up between your nominated linked account and your HiSAVE Fixed Rate Account will be replaced with a new Direct Debit set up between your nominated linked account and your HiSAVE Savings Account. You must not cancel the direct debit instruction which we have set up earlier between your HiSAVE Savings Account and your nominated linked account.

3.2.4 We will normally act within one working day of receipt of your request to transfer funds. However, If we receive an instruction to collect a payment electronically, after 1300 Hrs UK local time or on a day that is not a business day, we will treat it as though we received it on the following business day.

3.3 We will not be able transfer funds between your HiSAVE Fixed Rate Account and the nominated linked account (if you do not have a HiSAVE Savings Account) unless we have a valid Direct Debit instruction for that nominated linked account.

Subject to clause 1.12, 1.13 and 1.14, after the HiSAVE Savings Account is opened, we will not be able to transfer funds between your HiSAVE Savings Account and the nominated linked account, unless we have a valid Direct Debit instruction for that nominated linked account.

We will require the following details from you to enable us to process your request for funds transfer from your nominated linked account to your HiSAVE Savings Account:

- Your nominated linked account number;
- Funds transfer date and transaction remarks. If you choose to set up a recurrent transfer, then we will also require frequency, start and end date of recurrent transfers;
- the amount you wish to transfer

Your transaction may be rejected by your nominated linked account bank/building society for any of the reasons mentioned below:

- a. Direct debit instruction is not present with your nominated linked account bank/building society
- b. Direct debit instruction is cancelled by you or your nominated linked account bank/building society
- c. Your nominated linked account bank/building society states date of debiting is in advance of the due date specified in any existing fixed DDI or advance notice to you
- d. Your nominated linked account bank/building society is not in a position to pay the direct debit
- e. Account number is not recognised by your nominated linked account bank/building society
- f. You dispute time, amount or frequency of advance notice and have requested single payment to be countermanded
- g. Nominated linked account has been shifted to another bank or building society
- h. You state that the amount of the direct debit differs from the amount in any existing fixed Instruction or advance notice to you

i. Presentation overdue

In such cases, please contact the bank/building society where you hold your nominated linked account for more details.

- 3.4 After a HiSAVE Fixed Rate Account is opened, you cannot add additional funds to your HiSAVE Fixed Rate Account. If we receive additional funds these will be used to open new HiSAVE Fixed Rate Account, provided the other conditions for opening this HiSAVE Fixed Rate Account are fulfilled.

#### **4. Withdrawals from your HiSAVE Fixed Rate Account**

- 4.1 Subject to clause 1.12, 1.13 and 1.14, funds will only be transferred from your HiSAVE Fixed Rate Account to your HiSAVE Savings Account upon maturity only.

If you wish to transfer funds from your HiSAVE Savings Account to your nominated linked account, we will require the following details from you:

- Your nominated linked account number;
- Time of payment – immediate or scheduled. If scheduled, the date when the payment should be made;
- The amount of payment and transaction remarks

Your transaction may be rejected by your nominated linked account bank/building society for any of the reasons mentioned below:

- a. Invalid nominated linked account details
- b. Nominated linked account is transferred to another bank/building society

In such case, please contact your nominated linked account bank/building society for more details.

- 4.2 We do not charge for electronic transfers done through BACS (Banks Automated Clearing Systems' - sterling payments directly from/to your nominated linked account in the UK).

#### **5. Confirmation of Instructions and Transactions:**

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

#### **6. Operation of the Account**

- 6.1 You can give us instructions either verbally by calling our Customer Service Centre or in writing by sending an e-mail by logging into your internet banking account. Generally we cannot change or stop an instruction given by you over the telephone or through the website (unless we inform you otherwise) because we start processing instructions when we receive them. If we are able to cancel your instructions we may charge you we will confirm the charges to you before we process your request for cancellation.
- 6.2 Before we act on instructions given by you by telephone or through the website you will have to answer the security questions which we may ask you. Please also see section 8 (Security and Access). You agree that as long as we are given correct answers to the security questions referred to above and User ID & password (for internet banking through the website) as part of our security procedures, we can (without getting further confirmation from you) act on any instruction to make payments into or out of an account; and release confidential information we hold about you and your accounts.
- 6.3 When you transfer money to your HiSAVE Fixed Rate Account, we are sometimes given value for a payment before the transferring bank has checked that there are sufficient funds in your nominated linked account. The transferring bank (or BACS in some cases) may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Fixed Rate Account along with the interest which we might have paid.
- 6.4 The clearing cycle is the time taken for money paid from or to your account to be deducted or added. Each UK cheque paid into ICICI Bank UK accounts clear on the sixth working day from the date of the deposit of the cheque. Whilst we may credit such amounts to your account on the date of presentation, the funds will be available to withdraw on the fourth working day from the date of the deposit for both current and savings accounts. The amount deposited will start earning interest from the second working day of the deposit for all types of savings and fixed rate accounts. If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will explain the reason for non-payment. Thereafter, we will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. In all circumstances, you shall be the owner of funds on the sixth working day of the deposit of cheque and the amount of your cheque cannot be reclaimed from your balance without your consent to our doing unless you were knowingly involved in a fraud



concerning the cheque. Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out herein.

- 6.5 With an exception to clause 1.12, 1.13 and 1.14, if you intend to transfer funds from your nominated linked account to your HiSAVE Fixed Rate Account there must be a valid direct debit set up between the two accounts. You must not cancel the direct debit instruction while you have the nominated linked account. Your direct debit instruction will expire if you do not use the direct debit facility within 60 months of the last date of use. If your direct debit mandate expires you will then need to set up a new direct debit mandate. Unless a valid direct debit is set between your HiSAVE Account(s) and nominated linked account, you will not be able to transfer funds between the accounts.
- 6.6 You must notify us promptly if you experience any failure, delay or error in the website or in the operation of your HiSAVE Fixed Rate Account or you suspect any breach of security or fraud.
- 6.7 Our records of your internet instructions will be conclusive unless they are clearly wrong.
- 6.8 If you act fraudulently you will be responsible for all losses on your HiSAVE Fixed Rate Account. If you act without reasonable care, and this causes losses, you may be responsible for them. Please see section 15 as well (Liability).
- 6.9 We reserve the right to remove, suspend or reduce access to the website and/or telephone banking services and associated services without giving you notice if we consider that there is a security or fraud risk.
- 6.10 You authorise us to act on the instructions given by you on the telephone or through the website whether or not those instructions are given by you, provided we are satisfied that all security measures have been complied with.
- 6.11 If you have given instructions over the telephone or through the website we might further require you to confirm those instructions in writing.
- 6.12 We can refuse to act on any instruction if:
- 6.12.1 we have a reason for believing that you did not give us the instruction;
- 6.12.2 the instruction is not clear;
- 6.12.3 we believe that to carry out the instruction would be unlawful, or would result in the breach of a regulation, code or other duty which applies to us;
- 6.12.4 or we believe that carrying out the instruction may damage our reputation.
- 6.12.5 it is to be performed in at a future date
- 6.12.6 it is condition onto happening of a certain event

In case we don't act on your instructions, we will notify you accordingly.

- 6.13 We may apply financial and other limits to telephone instructions and instructions through the website from time to time. Wherever possible we will give you notice, but we may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.
- 6.14 We can refuse or delay acting on a request from you or ask for more details, for instance proof of identity if we think that it may not have been properly authorised, or may cause us to breach the law or a contractual duty, or we think your HiSAVE Fixed Rate Account is being used for an illegal purpose, or because the anti-money laundering regulations prevent us from doing so. Routine maintenance, demand on the systems and other circumstances may result in it not being possible for you to access the website or may result in particular services being slow or unavailable. In all such events we will not incur any liability for any losses caused to you.
- 6.15 If your HiSAVE Fixed Rate Account is linked to your HSAVE Savings Account, you will be only able to change your nominated linked account which is linked to your HiSAVE Savings Account. However, if your HiSAVE Fixed Rate Account is linked directly to your nominated linked account, you will be able to change the same. If you intend to change your nominated linked account you must inform us in advance. When you contact us we shall let you know what documents you need to send us to enable us to execute your request. Further, if you change your nominated linked account after opening your HiSAVE Fixed Rate Account then we reserve the right to seek enhanced due diligence information from you. The changed nominated linked account must be an existing account in your name with a bank or a building society with electronic funds transfer, cheque book facility in your name (or joint names, in the case of a joint current account) and direct debit facility. After we verify your documents, we will set up a direct debit with your new nominated linked account. It takes five working days for direct debit to be set up.
- 6.16 Please note that if you do not log in to your HiSAVE Fixed Rate Account internet banking for a period of 6 successive months, your password will expire and you will not be able to use the internet banking facility of your HiSAVE Fixed Rate Account.

In such a case, please contact our Customer Service Center for a new password to be issued to you. You may also request for the password online using the 'Forgot Password' option on the login screen of our internet banking facility. The password will be sent to your registered address within 7 working days.

If you make three consecutive attempts to login to your internet banking with 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 of your HiSAVE Account. Please call our customer service centre for unlocking your user ID. Once your ID is unlocked, you can login using the existing password. If you have forgotten your password, please place a request for a new password with our customer service centre.

## **7. Joint HiSAVE Fixed Rate Accounts**

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

- 7.1 Each of you is liable individually as well as jointly for the joint HiSAVE Fixed Rate Account at all time. Please note that this applies even when your relationship breaks down.

We may ask all or any one of you to carry out or perform all of the obligations as account holder. If there are any disputes that arise between the joint account holders, one or both of you should contact us in writing. On receipt of such notice we will only accept future instructions from you which have been authorised by both of you.

In order to do this we may have to change the holding pattern of your HiSAVE Fixed Rate Account for which we may need additional documentation and conduct additional procedures.

We will inform you of what documents we will need and accept, what additional procedures need to be performed and what changes we can carry out in the holding pattern of your HiSAVE Fixed Rate Account, when we receive such a request from you.

We will not be responsible for any transactions made or instructions given by either of you prior to receipt, and our validation, of any such instructions regarding the operation of your account.

- 7.2 We may give any information about your joint HiSAVE Fixed Rate Account to either of you. You authorise us to act on the instructions given to us by any one of you. If there are any errors, you must let us know as soon as possible.

- 7.3 In the event of death of either of you the joint HiSAVE Fixed Rate Account can be operated by the survivor.

- 7.4 A notice we send to one of you will count as a notice to all of you.

- 7.5 Once your passwords are active, either of you can give us instructions, which means that either of you will be able to prematurely close your account (subject to clause 22 and 7.6 below) and withdraw money from your joint HiSAVE Fixed Rate Account without the other being involved. We do not have to confirm the instructions with the other account holder.

- 7.6 If we find out that either of you is, or may be declared, bankrupt, we may put a hold on your joint HiSAVE Fixed Rate Account and refuse to pay out any amount from it until we receive joint instructions from the account holder who is not bankrupt and the trustee in bankruptcy of the other account holder.

- 7.7 Either of you may instruct us to make payments to open a new HiSAVE Fixed Rate Accounts.

In the event of conflicting instructions from joint account holders we reserve the right to refuse to carry out any transactions or further instructions until the instructions are clarified and confirmed by both of you in writing through the secured channel.

- 7.8 If we are informed of a dispute between any of you, we may treat this as notice of cancellation of the authority set out above. Any further transactions, including payments by direct debit thereafter, will need the authority of all of you and the use of additional services such as internet banking may be suspended.

## **8. Security and Access**

- 8.1 When you complete the application form for your HiSAVE Fixed Rate Account, we will ask you for some details to confirm your identity. You will also be given an option to choose your own Internet Banking password. When we have processed your application and opened your HiSAVE Fixed Rate Account, we will send you your User ID through e-mail. Whenever you login at the website, you will need to use your User ID and password and provide such other security information as we may request. If you have not chosen your password at the time of application, we will send your password at your registered address within 7 working days of account opening.

- 8.2 Your password and security details should be only used with your HiSAVE Fixed Rate Account and for no purpose other than internet banking.

- 8.3 You must not tell or give anyone your password or security details or allow another person to use them to access the secure section of the website.

- 8.4 You should do everything you can to keep your password and security details secret, including, without limitation, making sure they will not be kept in any way that other users of the same computer can use or access them and making no record of them in writing. This includes browsers, favourites, screen prompts or "save password" features or any other software. Please ensure that you do not mention your password when you call our Customer Service centre.

You can give us instructions either verbally, by telephone or through the 'Accounts Manager' in the logged in section of your HiSAVE Fixed Rate Account. We may also address some of your queries through e-mail if they are received from an e-mail ID registered with us at the time of application. If we cannot address the query over e-mail we will ask you to contact us through 'Accounts Manager' in the logged in section of your HiSAVE Fixed Rate Account or by calling us at our Customer Service Centre. Please note that under no circumstances, we will ask you for your password in any verbal or written communication.

Other security details of your HiSAVE Fixed Rate Account must also be kept securely and should not be disclosed to anyone unless you know who they are and why they need them. This includes giving full information to a bank official or the Customer Service Centre.

- 8.5 In order for us to check and address any issues, you must tell us, by calling the Customer Service Centre, or sending us an email, if:
- 8.5.1 You suspect or know, that someone else knows your password or other security details;
  - 8.5.2 You have forgotten your password or security details or any issues related to internet banking;
  - 8.5.3 If you become aware of any technical incident or other fault linked to the way in which you access your account which might put the security of our services at risk;
  - 8.5.4 If you become aware of any irregularities with any third party payment procedures on other websites or elsewhere which may lead to your account being used or accessed by someone without your authority.
  - 8.5.5 You think that an unauthorised person is trying to use your HiSAVE Fixed Rate Account or that the password could have been accessed by others.

As soon as you inform us, we will change the password to prevent access to your HiSAVE Fixed Rate Account by any unauthorised third party.

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

## 9. Interest

- 9.1 The interest rate applicable to your HiSAVE Fixed Rate Account will be the interest rate applicable on the date your HiSAVE Fixed Rate Account is opened and there are clear funds in your account. Interest shall be calculated and accrued daily and will be paid according to the interest payment option chosen by you at the time of application. If you have chosen the HiSAVE Fixed Rate Account - monthly interest option, interest will be paid on the last day of every month. If the last day is not a working day, interest will be paid on the next working day for all terms. The last interest payout will be made on the date of maturity of the monthly Fixed Rate Account. For all HiSAVE Fixed Rate Accounts with the annual interest option, interest will be paid at maturity for deposits of term less than 1 year and annually for terms greater than or equal to 1 year. Interest and principal amount (on maturity) will be paid into your nominated linked account if you do not have a linked HiSAVE Savings Account with us. If you have a linked HiSAVE Savings Account, interest and principal amount on maturity will be paid into this account. Subject to clause 1.12, 1.13 and 1.14, after the HiSAVE Savings Account is opened, the interest will be transferred to your HiSAVE Savings Account along with the funds upon maturity.

You may call us at any time to know the interest rates as applicable to your HiSAVE Fixed Rate Account. We reserve the right to revise our interest rates from time to time without notice. We will communicate the change in interest rate to you by posting it on the website and informing the Customer Service Centre within 30 working days. In the event of such a rate change such revised rate shall be applicable only to HiSAVE Fixed Rate Account opened on or after the date revised interest rates have been announced. A HiSAVE Fixed Rate Account opened earlier shall continue to earn interest rate which was prevailing at the time it was opened. You can know about our existing interest rates on HiSAVE Fixed Rate Account by visiting our website ([www.hisave.co.uk](http://www.hisave.co.uk)) or calling us at our Customer Service Centre (08081 31 41 51).

- 9.2 We reserve the right to 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 Fixed Rate Account will be displayed on the website.
- 9.3 Calculation of Interest - We will calculate interest on a daily basis on the total balance available in your account at the end of the day at the advertised gross rate on all balances of £1000 or more. No interest will be paid on funds of less than this amount. Interest will be calculated from the working day on which we receive the funds into your HiSAVE Fixed Rate Account. We will pay interest according to the interest payment option chosen by you at the time of application. If you have chosen the HiSAVE Fixed Rate Account-monthly interest option, interest will be paid on the last day of every month. If the last day is not a working day, interest will be paid on the next working day for all terms. The last interest payout will be made on the date of maturity of the monthly Fixed Rate Account. For all HiSAVE Fixed Rate Accounts with the annual interest option, interest will be paid at maturity for deposits of term less than 1 year and annually for terms greater than or equal to 1 year. Interest is



calculated and rounded off to the second decimal place.

9.4 Change of Interest Rate - We reserve the right to change the rate of interest for new term deposits at any time due the following reasons:

9.4.1 A change of Bank of England base rate;

9.4.2 Changes in market conditions;

9.4.3 Changes in the cost of providing the account and relating services to you;

9.4.4 Changes in the law or regulations affecting us; or

9.4.5 A decision or requirement made by a court, ombudsman, regulator or similar organisation.

9.4.6 We may change the interest rate on the account for any valid reason

The changes in interest rate will be applicable for new HiSAVE Fixed Rate Account opened on or after the day when the change in interest rate has occurred. Existing Fixed Rate Account rates won't be affected.

9.5 We will communicate the change in interest rate to you by posting it on the website, informing the Customer Service Centre and writing to you by (post or e-mail) within 30 days of the change.

9.6 AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. As every advertisement for a savings product which quotes an interest rate will contain an AER, you will be able to compare easily what return you can expect from your savings over time. Gross Rate is the contractual rate of interest payable before the deduction of income tax at the rate specified by the applicable laws which is currently 20%. Thus, it is the rate before the deduction of tax applicable to interest on savings.

9.7 Tax Deductions - We are governed by the regulations issued by HM Treasury and deduct withholding tax from the interest paid on the deposits in your HiSAVE Fixed Rate Account. We will pay interest net of income tax at the standard rate, unless you have informed us that you are a non-tax payer by sending us the appropriate HM Revenue and Customs form (available on request or can also be downloaded from the HM Revenue & Customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)) completed to our satisfaction. If you have not followed this procedure but are a non-tax payer, you may be able to reclaim the tax from HM Revenue and Customs. Any interest paid before we are able to process your registration as a non-tax payer will be paid after deduction of tax. We take one working day to process your request. Please note that tax laws may change from time to time. If your circumstances change so that you need to pay tax on the interest on the HiSAVE Fixed Rate Account, please inform us immediately.

Annual certificate of deduction of tax (that is section 352 certificate as per HM Revenue and Customs) will be made available online. Please note the statement will be available through electronic format which can be stored and can be printed. If you require a physical copy of this statement to be sent to you by post, please contact our customer services centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com). We would charge a fee of GBP 5 for such requests.

9.8 The interest rate on HiSAVE Fixed Rate Account is fixed for the term. Details of our current rates of interest are available on our website ([www.hisave.co.uk](http://www.hisave.co.uk)). You can also get details by contacting us at our Customer Service Center (08081 31 41 51)

9.9 The tax treatment or the rate of interest payable depends on the individual circumstances of each banking customer and may be subject to change in future.

## 10. Statements

10.1 You may view statements of your HiSAVE Fixed Rate Account by logging into your HiSAVE Fixed Rate Account by using internet banking. Transactions for last 12 months can be viewed online. Statement for last three months can also be downloaded and will be replaced in first week of each calendar month.

10.2 We will also send you an email at the end of the financial year asking you to check the statement in your internet banking account. In the event you require hard copy of the statement you may place a request by logging on to website and writing to us via the secured channel. We will charge GBP 5 for such requests.

10.3 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.

## 11. Change in your information:

11.1 If you change your address please notify us immediately by sending us an e-mail through the secured channel i.e by logging into your HiSAVE Fixed Rate Account via the website or by calling us on our Customer Service Centre.

- 11.2 You can also communicate with us as per Condition 2 of these Terms and Conditions if there is a change in your name, address, or phone number or e-mail address.
- 11.3 If we hold incorrect information we may make your account inactive to protect us both. If we are not informed of any change in the information we hold with regards to you account, we are not responsible for any loss or damage or consequential losses.
- We may require documentary evidence to be provided for some types of changes. When you notify us of the change, we will share the accepted list of documents with you.
- 11.4 If you move to an address outside the UK you must inform us as soon as possible and you will need to close your HiSAVE Fixed Rate Account. On closure of your HiSAVE Fixed Rate Account, the penalty rate will be used to calculate the interest. The penalty rate in case of early closure will be the Bank of England Base rate as applicable during the time of opening your HiSAVE Fixed Rate Account. To know the history of the Base Rate, you can visit the Bank of England website (<http://www.bankofengland.co.uk>) You also agree that you will pay to us any liability incurred by us in respect of HM Revenue and Customs or other body in the UK as a result of such change of address, whether you inform us of such change of address or not.
- 11.5 If our contact details change, we will inform you. If you write to us to give us notice (for example, to let us know that your circumstances have changed for tax purposes), the notice will not be valid until we have processed it. We take one working day from the time we receive your request to process it. If you send us any original, valuable or important documents, we recommend that you send them by special delivery.

## 12. Changes to these terms and conditions

- 12.1 We may change any of the terms and conditions including our charges and may introduce changes to our services at any time. Changes could be due to market conditions, the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development. We will inform you about any changes by advising you personally (including by statement messages or secure email) or by placing a notice on the website or by putting a notice on your statement on the website.
- 12.2 Changes in terms and conditions may occur following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- To reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
  - To reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
  - To make the Terms clearer.
  - To reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
  - To reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
  - To reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
  - To improve the services we provide.
  - To reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.
- 12.3 If we make a change which is to your disadvantage, we will advise you personally at least 30 days before we make it. If any major change is made, or many minor changes in one year, we will give you a copy of the new terms and conditions or a summary of the changes. We may make any other change immediately and tell you about it within 30 days. We can also make changes to correct any errors or to make a condition more clear.

## 13. Charges

We do not charge for operating the HiSAVE Fixed Rate Account apart from those charges incurred, for example, without limitation, in respect of CHAPS transfers. However, we reserve the right to do so in the future and in this case we will send you an email at least 30 days before effecting the charge. We may make a charge for any other services outside the HiSAVE Fixed Rate Account and we may make charge for any additional

## 14. Our Rights over your Account

If any accounts you hold with us are in credit, we will have the right to set off, or exercise a right to freeze funds in your HiSAVE Fixed Rate Account, in respect of any claims we may have against you arising out of any other relationship between us including, for example, out of any other account you may have with us including any joint accounts. If we decide to do so we will tell you why this has been done.

This clause will not prevent us from setting off or combining accounts to reduce or repay any amounts you owe us.

## 15. Liability

15.1 If we do not carry out your requests, delay doing so or do not do so correctly, we will be liable for any direct loss as a result and 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 for any indirect losses or losses we could not have reasonably expected to foresee

15.2 Our responsibility in Condition 15.1 is subject to the following:

15.2.1 We will not be liable to you if we fail to act on your request or we act late for any reason set out in these Terms and Conditions, or we cannot do so for reasons which are unforeseeable or outside our control. Such reasons include, without limitation, industrial action, communications failures, software or hardware problems and industrial disputes or where our failure to comply is due to our obligations under any law.; and

15.2.2 You will not be liable for any transactions on your HiSAVE Fixed Rate Account that occur after you notify us that your security details may have been divulged to an unauthorised third party, unless you have acted fraudulently or without reasonable care, failure to follow the instructions in Condition 6 and we may be responsible if there is any unauthorised transaction, otherwise, we shall have no further liability to you.

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

15.3.1 Something you have done (which you should not have done) or failed to do (which you were supposed to do) in connection with the products or services we provide to you; or

15.3.2 You breaking this agreement;

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

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

## 16. Closure of HiSAVE Fixed Rate Account

16.1 Once the term of your HiSAVE Fixed Rate account ends, we will transfer the matured amount to your HiSAVE Savings account (subject to clause 1.13 and 1.14), otherwise to your nominated linked account and close your HiSAVE Fixed Rate Account.

16.2 You will not be able to close your account except for the following reasons:

16.2.1 In the event of death

16.2.2 Any court of relevant jurisdiction has declared you bankrupt and has given instructions to close the account.

Penalty rate will not be charged in case of death. In the case of bankruptcy a penalty rate, may apply for the HiSAVE Fixed Rate Account. Interest equivalent to the penalty will be deducted from the principal amount of your HiSAVE Fixed Rate Account. The penalty rate in case of early access will be the Bank of England Base rate as applicable during the time of opening your HiSAVE Fixed Rate Account. To know the history of the Base Rate, you can visit the Bank of England website (<http://www.bankofengland.co.uk/mfsd/iadb/Repo.asp?Travel=NlxlRx>)

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

16.3.1 You are no longer eligible to hold a HiSAVE Fixed Rate Account; Please inform us immediately if you do not meet any of the requirements mentioned in clause 1.1;

16.3.2 You or someone else using your HiSAVE Fixed Rate Account is doing so illegally or fraudulently;

16.3.3 You have given us false information;

16.3.4 It is not appropriate for a person authorised to give instructions on your HiSAVE Fixed Rate Account to run it; or

### 16.3.5 You have continually or seriously (or both) not been abiding by the Terms and Conditions

In all these conditions premature closure penalty rate, as applicable, for the HiSAVE Fixed Rate Account may be applied for calculating interest. The penalty rate in case of early access will be the Bank of England Base rate as applicable during the time of opening your HiSAVE Fixed Rate Account. To know the history of the Base Rate, you can visit the Bank of England website (<http://www.bankofengland.co.uk/mfsd/iadb/Repo.asp?Travel=NIxIRx>). We also recommend that you familiarise yourself with HiSAVE Savings Account Terms and Conditions on our website.

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

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

16.5.1 We will pay or transfer cash we hold for you, plus any interest built up in the account, to a HiSAVE Savings Account (subject to clause 1.13 and 1.14), otherwise to your nominated linked account after deducting all amounts you owe us); and

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

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

16.7 If you are not happy about your choice of account within 14 days of opening it, we will help you to switch to a different ICICI Bank UK PLC account or give you your money back. For cheque investments, funds cannot be withdrawn until the cheque has cleared. Please note that your deposit will not earn any interest if you choose to withdraw it during the period mentioned above. Any interest paid in case you hold monthly interest paying HiSAVE Fixed Rate Account will be deducted from the principal amount of your Fixed Rate Account.

16.8 Upon closure of your HiSAVE Fixed Rate Account, either upon maturity or within the 14 days cooling period, the funds will be transferred to your HiSAVE Savings Account (if you have one), otherwise to your nominated linked account through BACS only.

16.9 If you wish to close your account within this period, we will need to have received confirmation of your instructions to close by the 14th day following investment. You can confirm either by logging to your account and writing to us through the "Write to Account Manager" option or calling us at our Customer Service Centre. If you decide not to exercise your right to cancel, your investment will be subject to the terms and conditions of your chosen account from the opening date and any applicable notice period or penalty will be applied on closure. You can place the request for closure of your Fixed Rate Account by either writing to Accounts Manager by logging into your account or by calling at our Customer Service Centre (08081 31 41 51).

## 17. Legal action against you:

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

17.2 In the event that a petition for a bankruptcy order is presented against you then you agree that we may:

- refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court.

## 18. Claims on your account

If another person makes a claim for any of the funds in your HiSAVE Fixed Rate 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 Fixed Rate Account, we may put a hold on your HiSAVE Fixed Rate Account and refuse to pay out any funds until we are satisfied that the dispute has ended; send the funds to the person who we reasonably believe is legally entitled to them, or transfer the funds to the nominated linked account; continue to rely on the current records we hold about you; apply for a court order; or take reasonable actions we feel is necessary to protect us. If we have acted reasonably, we will not be liable to you for taking any of the steps set out in this condition.

## 19. Data Protection

- 19.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). Information we hold will not be disclosed to anyone including other companies in our group, other than where:
- 19.1.1 We have to give the information by law;
- 19.1.2 There is a duty to the public to reveal the information;
- 19.1.3 Our interests mean that we must give the information (for instance, to prevent fraud); or
- 19.1.4 If you ask us to reveal the information, or we have your permission.
- 19.2 We use other companies in our group and/or subsidiaries to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected in accordance with data protection legislation in the UK, by a strict code of secrecy and security which all companies in our group, our staff and any third parties are subject to and will only be used in accordance with our instructions.
- 19.3 When you provide information to us, we will process that information in accordance with the Data Protection Act 1998.
- 19.4 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. A fee may be payable. We will inform you about the fee when you make a request to us and before executing your request.
- 19.5 You have the right to access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon your request.
- 19.6 If we are asked to give a banker's reference about you, we will need your authorisation over secured e-mail before we give one. This can be done by logging into your HiSAVE Fixed Rate Account via our website ([www.hisave.co.uk](http://www.hisave.co.uk)).
- 19.7 We may record and/or monitor your telephone conversations and electronic communications (including emails) between us for acting according to your instructions, for security and training purposes. Any recordings made are our sole property. If there is any dispute as regards the instructions given by you over telephone, we may use these records and they shall be conclusive unless you prove otherwise
- 19.8 If, in trying to contact you by telephone, we are unable to speak to you, we may leave a message for you to call or contact us on any answering machine or with any person that answers our call.
- 19.9 When considering your application and where appropriate, from time to time, during your relationship with us, we will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not your application is accepted. We may use other methods (including credit scoring by electronic or other means) to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by us and other organisations if credit decisions are made about you, or other members of your household. This information may also be used for identification purposes, debt tracing and the prevention of money laundering as well as the management of your account.
- 19.10 Data Sharing
- We may record, exchange, analyse and use relevant information about you and your relationships with the companies in our group (including the nature of your transactions) for credit assessment, market research, insurance, product statistics, testing and administrative purposes. This may include information provided by you, or someone acting on your behalf. Relevant information may also be exchanged with companies in our group and others, for audit purposes, and if required by appropriate governmental and non-governmental regulators or ombudsmen.
- 19.11 Information about Products and Services
- With your permission, we may exchange, analyse and use relevant information about you and your relationships with companies in our group, (including the nature of your transactions) to give you information (including promotions) about products and services (including mortgages), available from the companies in our group and those of selected third parties which may interest you by telephone, post, email, secure messaging, text messaging services and other. If you do not want to be contacted about other products and services you can send us a secured e-mail by logging into your HiSAVE Fixed Rate internet banking via our website or call our Customer Service Center Number to place this request. However, this does not apply to general service update communication that we may send you from time to time.

## 20. Transfer of Rights

- 20.1 We may transfer all or any of our rights in relation to your HiSAVE Fixed Rate Account. We may also transfer any of our obligations but only to someone we reasonably consider capable of carrying them out. If this occurs, references to "we" and "us" and "ours" in these Terms and Conditions will be to references to the person to whom the relevant right or obligation is transferred. We will give you reasonable notice before we make any such changes.



- 20.2 In the event of death of the account holder (except in the case of a joint account holder), we will ask the personal representative of the deceased to provide proof of their authority and then close the account and transfer the funds along with interest to a nominated linked account. Under this condition the penal closure rate applicable for the HiSAVE Fixed Rate Account will not be applied for calculating interest. However, if the nominated linked account is inactive/closed the payment will be made in the name of authorised personal representative by an account payee cheque after the completion of verification and confirmation of such personal representative's details. The HiSAVE Fixed Rate Account shall be frozen when we receive notice of the account holder's death.
- 20.3 You may not transfer any of your rights or obligations in relation to your HiSAVE Fixed Rate Account.

## **21. Telephone Banking Service**

### **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 direct debits;
- e. Speak to a Customer Service Representative in relation to any other enquiry.

### **Using your account safely through Telephone Banking Service**

1. When you call the telephone banking service, you will be asked questions based on information known to us about you and/ or transactions on your account which will enable us to identify you as our customer.
2. Where we are unable to identify you based on the information provided to us you will be asked for additional questions to identify you as our customer.
3. We will not be able to assist you with any specific query, if we decide that we are unable to identify you as our customer. We will, however, still be able to assist you in relation to general matters not specific to your account(s).
4. You must inform us immediately by telephone 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.
5. You must comply with all instructions we issue regarding using your account safely.
6. If you use a cordless or mobile telephone operating on an analogue network to telephone us, we accept no responsibility if any one else intercepts or overhears any telephone conversation between you and us.
7. You must check your statements regularly and notify us urgently if you think there has been a mistake.

### **Your instructions through Telephone:**

1. Once we have checked your identity, we will act on any instructions given to us including payments of money from your account, considering these instructions were given by you or with your authority.
2. Unless you are liable to us under 3, we will be liable for any losses where instructions are not actually given by you or with your authority and we will credit your account with the amount of the unauthorised payment. We accept no further liability towards you.
3. You will be liable for all losses (including the amount of any transaction carried out without your authority) if you have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the reasonable steps, to allow an unauthorised transaction to take place.
4. Except where we can prove that you have acted fraudulently, you will not be responsible for any unauthorised instructions carried out after we have had a reasonable time to put into place additional security measures, once you have told us that you know or suspect that an unauthorised call has been made to our telephone banking service.
5. When we are trying to recover losses which you have suffered as a result of us acting on instructions which you later tell us were not given by you or which were given without your authority, we ask that you co-operate with us and the police. We may disclose information about you or your account to the police, or anybody else, if we believe that it will help prevent or recover losses suffered by you.
6. We may refuse to carry out any of your instructions if;
  - a. They involve a transaction exceeding a particular volume or other limits which we may impose from time to time unless we agree otherwise;

- b. We feel there is any reason to do so, such as a suspected breach of security;
- c. We are unable to verify your identify, or
- d. We are of the view that there is any doubt whatsoever regarding your identity. We will contact you and tell you why, where we are not able to.

### **Joint accounts**

1. If your account is a joint account, the actions taken and/or instructions given to us by any one of you will be binding on the other account holder or holders without us having to make any further enquiries.
2. All of these telephone banking services conditions will apply to all of you, jointly and severally. This means that all of you will be responsible for the account individually as well as together.

### **Charges**

The phone banking service is free of charge, but we reserve the right to add any charges for this service at a future date and may apply financial and other limits to telephone and computer/internet instructions from time to time and inform you accordingly with reasonable notice.

When you give us any instructions on the phone to carry out a transaction or a service 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:

1. We may cancel the telephone banking service at any time. We will inform you accordingly, in writing or displaying on our website.
2. There may however, be times when we have to suspend the whole or any part of our telephone banking service. We will inform you accordingly, in writing or displaying on our website.
3. We may change or amend our telephone banking service, at any time, by giving you notice through our website or email. Any such changes or amendments will apply from the date stated in the notice. Changes will be due to market conditions, the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development.

## **22. Death & Disability**

- 22.1 In the event of your death or inability to manage your HiSAVE Fixed Rate Account, all payments made from your HiSAVE Fixed Rate Account will be valid and binding on you and your estate if they were made before we received written notice of your death or inability.
- 22.2 In the event of death of the account holder (except in the case of a joint account holder), we will ask the personal representative of the deceased to provide proof of their authority (Grant of letters of Administration/Grant of Probate) and then transfer the balance to the nominated linked account. However, if the nominated linked account is inactive/closed the payment will be made in the name of authorised personal representative by an account payee cheque. The HiSAVE Savings Account shall be frozen when we receive notice of the account holder's death.
- 22.3 In the case of joint accounts, if any one of the account holders dies, we are authorised to pay the balance of the HiSAVE Fixed Rate Account to the survivor(s).
- 22.4 We may decline to effect any withdrawal from a HiSAVE Fixed Rate Account where a depositor has died until we have received the correct forms relating to the estate.
- 22.5 Penalty rate applicable in case of early withdrawal will not be applicable in case of death of a customer.
- 22.6 Authorising others to operate your account
  - 22.6.1 You may authorise an individual or a group of individuals to operate your account on your behalf by signing a power of attorney. In some cases we need to see the original signed document although for some powers of attorney we may be able to accept a copy certified by someone we reasonably think appropriate and as listed in our requirements, such as a solicitor.
  - 22.6.2 For security reasons, we may not allow a person who is operating your account on your behalf access to 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 your security obligations if they know your security details.
  - 22.6.3 In case you wish to authorise an individual to act on your behalf, we request you to contact us and we will let you know the process to be followed and documents we will require for this process.

## **23. Indemnity**

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

## 24. Fraud Prevention:

### 24.1 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.

24.2 If you give us false or inaccurate information and we suspect fraud this will be recorded.

24.3 Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.

24.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

24.5 Law enforcement agencies may access and use this information.

24.6 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

24.6.1 Checking details on applications for credit and credit related or other facilities

24.6.2 Managing credit and credit related accounts or facilities

24.6.3 Recovering debt

24.6.4 Checking details on proposals and claims for all types of insurance

24.6.5 Checking details of job applicants and employees

24.7 Please contact us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or call us at our Customer Service Centre 08081314151 if you want to receive details of the relevant fraud prevention agencies.

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

While reporting fraud under Section 1(1) of the Perjury Act 1911 the customer will ensure that the reporting of fraud and the statement provided by the customer is true and correct to the best of his/her knowledge and any false statements or false reporting of the fraud may result in prosecution. The reporting of fraud or any unauthorized transaction will also mean that the customer consents to provide all assistance to ICICI Bank UK PLC or Police in regards to investigation of the disputed query – this may include additional information or records required ICICI Bank UK Plc or Police. This will also mean that the customer consents to furnishing the regulatory authorities with verbal and/or written statement which may be necessary if subsequent criminal proceedings take place.

By requesting the bank to make good the loss reported by the customer, the customer consents to the fact that any information related to the investigation of unauthorized transaction/reported fraud can be passed to the retailers, acquiring banks, regulatory authorities, group companies or any other agency involved in the investigation.

## 25. Complaints

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

Customer Relations,

ICICI Bank UK PLC,

5th Floor, Alperton House,

Bridgewater Road.

Wembley- HA0 1 EH

Or

- Telephone: Customer Relations on 08081 31 41 51 to inform us of your concerns.
- Email to: [ukcustomerrelations@icicibank.com](mailto:ukcustomerrelations@icicibank.com)

We will then arrange for the right person to investigate and respond (You must not send us your password, or other information you consider confidential, by e-mail or post.)

Within 5 working days of receiving your complaint, we will send you a written acknowledgement. Within 4 weeks, we will write to you again with our final response, or to explain why we need more time to respond. If we have not already sent it, we will send you our final or other response within 8 weeks and will tell you how to take your complaint further if you are still not satisfied.

If you are not happy with the outcome, you may have the right to ask the Financial Ombudsman Service 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)

## **26. Financial Services Compensation Scheme**

Under UK legislation, all deposit monies held by you with us (as a bank authorised and regulated by the FSA, registration number 223268) are, in the unlikely event of us ever becoming insolvent, protected. We are a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. In respect of deposits with ICICI Bank UK PLC, payments under the Scheme are limited to 100% of the first £50,000 of a depositor's total deposits with the bank. Where two depositors hold a joint account, each depositor will receive a maximum of £50,000 compensation in respect of the claim, giving a total of £100,000. Most depositors, including individuals and small firms, are covered.

## **27. General**

- 27.1 If we relax any condition of these Terms and Conditions for you, this may be a temporary measure or a special case and we may enforce them strictly again at any time with reasonable notice.
- 27.2 These terms shall be governed by and construed in accordance with the English laws and any dispute between you and us shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 27.3 Your statutory rights
- Nothing in these General Terms or in the HiSAVE Savings Accounts Terms or in Personal Banking Terms or Internet Banking Terms or Text Message Banking Terms will reduce your statutory rights including your rights relating to described accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.