

## HiSAVE Savings Account - Terms and Conditions (effective from August 22, 2012)

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## Introduction

These Terms and Conditions apply to the HiSAVE 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 Savings Account, you will not be able to close your HiSAVE Savings Account 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.

The HiSAVE Savings Account is an online, variable rate, savings Account.

ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority (FSA Registration Number 223268). It is subject to the laws of England and Wales. Its registered office is One Thomas More Square, London E1W 1YN. We are 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 100% 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:

- "Website" means our website [www.icicibank.co.uk](http://www.icicibank.co.uk).
- "Business day" means, in the United Kingdom, Monday to Friday, except public holidays.
- "We", "Us", and "Our" mean ICICI Bank UK PLC.
- "You" and "Your" mean the customer. If you have a joint Account, references to "you" include each of you together and separately unless otherwise stated.
- "Group" means the ICICI Bank Ltd. group of companies which means our subsidiaries, our ultimate holding company and its subsidiaries.
- "Next business day payments" 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 next business day.
- "CHAPS" means same day electronic transfer of funds payments in GBP in the UK made through the Clearing House Automated Payment System (CHAPS).
- "Nominated linked Account" means the 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 Account(s).
- "Internet Banking" means the Internet Banking 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.
- "Gross interest" is interest credited to your Account without the deduction of income tax.
- "Net interest" is interest credited to your Account after the deduction of basic rate income tax.
- "GBP", "Sterling" and "£" means the lawful currency for the time being of the United Kingdom.

## 1. Eligibility

- 1.1. Our HiSAVE Savings 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 ("Bank") current account ("nominated linked 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.
- 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 Savings 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 can not guarantee the safe delivery of the documents to you. 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 Savings Account.

- 2.2 We may refuse any application to open a HiSAVE Savings Account, but we will notify you if we do so.
- 2.3 The HiSAVE Savings Account will be opened in GBP only. The minimum investment required is £1 (no maximum limit).
- 2.4 You can only hold one HiSAVE Savings Account in your name (single or joint).
- 2.5 If you are opening a single HiSAVE Savings Account, your nominated linked Account can be either in single or joint names. If you are opening a joint HiSAVE Savings Account, your nominated linked Account must be a joint Current Account in the name of both the applicants.
- 2.6 If you open an Account with us at a distance (over the phone 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.
- 2.7 For any queries on how to open a HiSAVE Savings Account you can visit the FAQs section on our website [www.icicibank.co.uk](http://www.icicibank.co.uk). Alternatively, you can email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) or contact our Customer Service Centre at 08081 31 41 51 (free phone from UK landlines).
- 2.8.1 Each of the Account holders will receive a separate user ID by email as soon as your Account is opened.
- 2.8.2 If you have applied for a single HiSAVE Savings 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 Savings 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 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**

- 3.1 The initial deposit can be made by cheque or direct debit from your nominated linked Account depending upon the mode of operation you choose.
- 3.2 **By a cheque**
- 3.2.1 Once we have carried out the identity checks, we will email you to send a cheque to us from your nominated linked Account, 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 Savings 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 Savings Account, your nominated linked Account can be either a single Account or a joint Account. If you are opening a joint HiSAVE Savings Account, the cheque must be from a nominated linked joint current Account which is in the name of both the applicants.
- 3.2.2 You must make sure that you include your 8 digit tracking number, sent to you via e-mail, immediately after your name on the cheque you send us. Without this number we will not be able to process your application further.
- 3.2.3 Upon successful receipt and verification of the cheque from your nominated linked Account in accordance with condition 3.2.1, we will open your HiSAVE Savings Account, set up a direct debit between the two Accounts and send you the Account information and Internet Banking User ID by email within five business days from the date of receipt of the cheque. You must not cancel the direct debit instruction while you maintain the existing current Account as your nominated linked Account.

- 3.2.4 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.
- 3.2.5 If the cheque is returned unpaid, your application to open a HiSAVE Savings Account will be rejected. You may re-apply for a HiSAVE Savings Account.
- 3.2.6 We will transfer funds to your HiSAVE Savings 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 2:00pm UK local time or on a day that is not a business day, will be treated as though we have received it on the next business day. For more details on cheque clearing cycle, please refer to clause 8.4.
- 3.2.7 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 Savings Account until such time as the direct debit is set up between your HiSAVE Savings and your nominated linked Account.
- 3.2.8 If we have not received the Account opening cheque from your nominated linked Account within three months of receiving your application for a HiSAVE Savings Account, we will reject the application and you will have to re-apply online to open a new HiSAVE Savings Account.

### **3.3 Through a Direct Debit**

- 3.3.1 If you are applying for a single HiSAVE Savings Account, you can allow us to collect funds for your initial deposit from your nominated linked Account through the direct debit facility. If you are applying for a joint HiSAVE Savings Account, you will need to fund your Account by sending a cheque.
- 3.3.2 If you are applying for a single HiSAVE Savings Account, you can instruct us to collect funds from your nominated linked Account (Amount of £1; no maximum limit) at the time of completing the online application form. After carrying out the identity checks, we will set up a direct debit between your HiSAVE Savings Account and your nominated linked Account. The direct debit is an electronic link between your HiSAVE Savings and your nominated linked Account to collect funds from your nominated linked Account to HiSAVE Savings Account.
- 3.3.3 Upon successful confirmation that the direct debit has been set up, we will collect the funds from your nominated linked Account and open your HiSAVE Savings Account. It takes up to three business days to receive the funds. You will start to earn interest on your HiSAVE Savings Account from the day the funds are received by us.
- 3.3.4 If we are unable to set up a direct debit between the two Accounts, your application for opening a HiSAVE Savings Account will be rejected. You may however reapply for a HiSAVE Savings Account.
- 3.3.5 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 again due to any reason, your application for a HiSAVE Savings Account will be rejected. You may however reapply for a HiSAVE Savings 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 Savings Account until you call our Contact Service Center and ask us to unblock it. However, your HiSAVE Savings 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 Account 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 Savings 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 Savings Account may be accessed through the Internet via [www.icicibank.co.uk](http://www.icicibank.co.uk).
- 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 Savings Account is an online Account, we will not be able to accept any requests that are sent to us by post, except for the circumstances mentioned in condition 24.
- 4.5 After your HiSAVE Savings Account has been opened, you can communicate with us by logging onto 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 Savings Account for any reason you can contact our Customer Service Centre for assistance or send us an email at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) from your email address registered with us.
- 4.7 When you call our Customer Service Centre or contact us through the Internet Banking service, to identify you we will use your Account details and the security details provided by you when the HiSAVE Savings 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 Savings Account via the website or by calling our Customer Service Center.
- 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.
- 4.10 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 HiSAVE Savings Account**

- 5.1 Apart from your first deposit, after we have set up your HiSAVE Savings Account and a direct debit between your HiSAVE Savings Account and your nominated linked Account, you can make more payments into it by:
- 5.1.1 Setting up a single transfer to your HiSAVE Savings Account to collect funds from your nominated linked Account.
- 5.1.2 Setting up a standing order to your HiSAVE Savings Account to collect funds from your nominated linked Account. This would mean receiving regular payments from your nominated linked Account into your HiSAVE Savings Account for a defined period.
- 5.1.3 Arranging with another Bank or Building Society to make a payment into your HiSAVE Savings 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 Savings Account number.
- 5.1.4 Transferring money from a Current account you hold with us.
- 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 When you make a transfer request using ICICI Bank Internet Banking for money to be collected from your nominated linked Account, we will use the direct debit set up between your nominated linked Account and your HiSAVE Savings Account to pass this request to your Bank.
- 5.3.1 The direct debit set up between your nominated linked Account and your HiSAVE Savings Account is governed by the Direct Debit Guarantee and if any money is wrongly taken by us from your nominated linked Account under the direct debit authority given to us, we will refund the money to your nominated linked Account immediately. In order to do this we may seek additional information from you to establish whether money was wrongly taken by us from you.
- 5.3.2 There is no limit to the number of transactions you can carry out each day. It usually takes three business days for us to receive the funds. This amount will be credited into your Account and start earning interest on the same day we receive it.
- 5.3.3 The fund transfer transaction is processed electronically and will be credited within two hours on receipt of the funds by the Bank.
- 5.3.4 If we receive an instruction to collect a payment electronically after 1:00 pm 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.
- 5.4 The minimum amount you need to transfer is GBP 1. If you set up a standing order from another Bank or if there is an arrangement with another Bank or building society to make a payment into your HiSAVE Savings Account there is no limit on the maximum amount of funds you may transfer into your HiSAVE Savings Account.
- 5.5 If your nominated linked Account is an ICICI Bank UK PLC current Account, a direct debit instruction is not required to make transfers.

- 5.6 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) 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) You dispute time, amount or frequency of advance notice and have requested single payment to be countermanded;
  - 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).
- 5.7 If we receive an instruction for changes to the direct debit between your nominated linked Account and HiSAVE Savings 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.
- 5.8 If you wish to cancel or modify a direct debit request or future dated/scheduled instructions, you can do so from the 'Transfer Money' section in your HiSAVE Savings Account Internet Banking service, or by calling our Customer Service Centre.
- 5.8.1 Same day funds transfer requests cannot be cancelled.
- 5.8.2 Future dated or scheduled instructions can be cancelled up to one business day before the scheduled date of transfer but only if we receive the cancellation before 1:00 pm UK time.

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

- 6.1 You can transfer funds from your HiSAVE Savings Account by logging into your HiSAVE Savings Account through the Internet Banking service on our website.
- 6.1.1 Funds will be transferred from your HiSAVE Savings Account to your nominated linked Account only. Either you or we may request the transfer of funds at any time with one business day's notice.
- 6.1.2 If we receive an instruction to make a payment electronically, after 1:00 pm UK time or on a day that is not a business day, we will treat it as though we received it on the next business day. You can also request a payment to be made from your HiSAVE Savings 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 Savings Account immediately.
- 6.2.1 The payment will be available in your nominated linked Account the next business day from the date of your request (this will take an extra business day if you give the instruction after 1:00 pm UK time on a business day or anytime on a non-business day).
- 6.2.2 We do not charge for electronic transfers done through "Next business day payments".
- 6.2.3 We charge £20 if you want a CHAPS transfer to be made from your HiSAVE Savings Account. A CHAPS transfer will be executed on the same business day if instructions are received by us before 1:00 pm UK local time on that day. If instructions are received after 1 pm UK local time, then it will be executed the next day. Future dated CHAPS transfers are not available for the HiSAVE Savings Account.
- 6.3 The daily limit for online transfers from your HiSAVE Savings Account is £50,000. If you wish to transfer more than £50,000, call us on 080 81 31 41 51 (freephone from UK landlines). You can also log in to Internet Banking and write to us through the option of 'Account Manager'.
- 6.4 Your transaction may be rejected by your 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 Savings 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 Savings 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 1:00 pm UK time.

## 7. Confirmation of Instructions and Transactions:

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

## 8. Operation of the Account

- 8.1 You can give us instructions either:
  - a) verbally by calling our Customer Service Centre on 08081 31 41 51 (free phone from UK landline); or
  - b) using Internet Banking service and sending an email through the 'Accounts Manager' option.

Generally we cannot change or stop an instruction given by you over the telephone or through the Internet Banking service (unless we inform you otherwise) because we start processing instructions when we receive them. If we are able to cancel your instructions there may be a charge for this. We will confirm any charges to you before we process your request for cancellation.
- 8.2 Before we act on instructions given by telephone or through the Internet Banking service you will have to complete a security procedure. After satisfactory completion of this security procedure, we will act on instructions given by you including payments of money in or out of your Account.
- 8.3 Sometimes, the transferring Bank may reclaim the payment and we will need to take the amount of this payment out of your HiSAVE Savings Account along with any interest which may have been paid.
- 8.4 The cheque clearing cycle is the time taken for initial deposit money to be paid to your Account. All cheques deposited into ICICI Bank UK PLC Accounts by 2:00 pm UK time will go into processing the same day. All cheques deposited after 2:00 pm UK time hrs will get into processing on the next business day.
- 8.4.1 When you pay a GBP cheque from another Bank in the UK into your Account with us:
  - a) we will deposit the cheque in your Account on the same day that we receive it if this is before the cut off time. If we receive it after the cut off time we will treat it as being received on the next business day;
  - b) we will start paying interest (if any) on the money from the second business day after we receive it
  - c) the funds will be available for you to use from the fourth business day after we receive the cheque, but the cheque may still be returned unpaid up until the sixth business day after we receive it; and
  - d) from the end of the sixth business day after we receive it, if the cheque is returned unpaid by the paying Bank, we cannot take money from your Account without your consent unless you have acted fraudulently.
- 8.4.2 So, for example, if you pay in a non ICICI Bank UK PLC cheque on a Monday before the cut off time of 2:00 pm UK time, you will see it deposited in your Account the same day, it will start earning interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your Account after the following Tuesday (unless you have acted fraudulently).
- 8.4.3 If the Bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. In all circumstances, you will be the owner of funds on the sixth business day after the deposit of your cheque and the amount of the cheque cannot then be debited from your balance without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 8.4.4 If cheques are deposited with Giro Slips at any non ICICI Bank UK PLC branch, you will earn interest from the second business day, but you will only be able to withdraw funds from the sixth business day.
- 8.4.5 If an amount is credited to your Account in error, we will earmark the relevant funds and notify you. The amount will be debited from your Account after that notification.
- 8.4.6 If a cheque is returned unpaid by the paying Bank before the end of the sixth business day from the day it is paid in, we can take the money back out of your Account, even if you have already spent it or it puts you into an unauthorized overdraft. If this happens, we will let you know.

- 8.5 Your direct debit instruction will expire if you do not use the direct debit facility for 60 months. If your direct debit instruction expires you will need to set up a new direct debit.
- 8.6 To set up a new direct debit or change your nominated linked Account you must make an online request through Internet Banking service or call the Customer Service Centre. On doing so, you will be given a reference number. Please make a note of this reference number.
- 8.6.1 You must also send us a direct debit mandate form and a cheque of a minimum of GBP 1 from your new nominated linked Account. You can download the direct debit mandate form from [www.icicibank.co.uk](http://www.icicibank.co.uk). Print the form, complete the details of the new nominated linked bank Account and send it back to us along with a cheque of a minimum of £1 from your new nominated linked Account.
- 8.6.2 Once we have received and verified these documents, your request will be processed within six business days.
- 8.6.3 If your cheque is not cleared for any reason or the direct debit instruction is rejected by the other bank, your request will be cancelled and you will have to make a new request.
- 8.6.4 If your new nominated linked Account is an ICI 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.
- 8.7 You cannot change your nominated linked Account:
- Within 45 days of opening your HiSAVE Savings Account; or
  - More than once within a period of 45 consecutive days.
- 8.7.1 If you change your nominated linked Account immediately after the 45 day period mentioned above, we may seek further information from you.
- 8.8 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 Savings Account or you suspect any breach of security or fraud.
- 8.9 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.
- 8.10 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:
- 8.10.1 We have a reason for believing that you did not give us the instruction (unauthorized instructions);
  - 8.10.2 The instruction is not clear;
  - 8.10.3 To carry out the instruction would be unlawful;
  - 8.10.4 It is to be performed at a future date;
  - 8.10.5 It is conditional on the happening of a certain event;
- 8.11 If we don't act on your instructions, we will notify you accordingly.
- 8.12 If we consider that there is security or fraud risk, we may apply financial and other limits to telephone instructions and instructions through Internet Banking from time to time. Wherever possible we will give you notice, but we may vary these limits to protect the security of your Account at any time with immediate effect and inform you of the changes immediately. We will tell you if your transaction exceeds any of the limits.
- 8.13 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.
- 8.14 For security reasons your HiSAVE Savings Account Internet Banking user ID will get locked if unused for a period of six successive months. If your user ID gets locked, you will not be able to use the Internet Banking facility. Please call our Customer Service Centre to unlock your user ID. Once your User ID has been unlocked, you can log in using the existing password.
- 8.15 If you make three consecutive attempts to log on to your Internet Banking with an incorrect password/user ID, your user ID will be locked for security reasons and you will not be able to use the Internet Banking facility. Please call our Customer Service Centre to unlock your user ID. Once your ID is unlocked, you can log in using the existing password.
- 8.16 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.
- 8.17 If there is no transaction done by you in your HiSAVE Savings Account for five years, we will treat it as 'dormant' and restrict access to it. You will be able to view your Account online, but you will not be able to carry out any transactions. You can activate your HiSAVE Savings Account by calling us at our Customer Service Centre. In any event the money in the dormant Account will always remain your property, no matter how many years have passed. Should you need further information on dormant Accounts please call us at 08081 31 41 51 (freephone from UK landlines).



8.18 The table below provides a list of transactions for the HiSAVE Savings Account:

<b>Financial transaction</b>	<b>Channel</b>	<b>Charges (GBP)</b>	<b>Turn around time</b>	<b>Cut-off time for same day processing (UK time)</b>	<b>Financial limit (GBP)</b>	<b>Value date</b>
Payments in	Internet and Phone Banking	NIL	2 hours from	3.30pm receipt of funds	No limit	Credited on the day we receive funds
Withdrawal via "Next business day payments"	Internet and Phone Banking	NIL	1 business day	1:00 pm UK time for online, 1:00 pm UK time for phone request	50,000 per day for request online transactions	Funds debited from your Account immediately
Withdrawal via CHAPS	Internet and Phone Banking	20	1 business day	1:00 pm	No limit	Funds debited from your Account immediately
Request to open a HiSAVE Fixed Rate Account with funds from HiSAVE Savings Account	Internet and Phone Banking	NIL	2 business days	NA	Minimum amount of 1,000 required	Interest earned from the day funds are available in your HiSAVE Savings Account
Request to open HiSAVE Fixed Rate Account with funds from your nominated linked Account	Internet and Phone Banking	NIL	7 business days	NA	Minimum amount of 1,000 required	Interest earned from the day funds are available in your HiSAVE Savings Account
Request for change in tax status from Gross to Net	Internet and Phone Banking	NIL	1 business day	NA	NA	Tax status changed when request processed
Request for closure of Savings Account	Internet and Phone Banking	NIL	2 business days	NA	NA	NA
Change of interest payout option on HiSAVE Savings Account (monthly to yearly or vice versa)	Phone Banking	NIL	7 business days	NA	NA	NA

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

NA means Not Applicable

8.19 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 Savings Accounts**

9.1 A HiSAVE Savings 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 Savings 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 Savings 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 onto our Internet Banking service;
- Never divulge your Internet Banking password to anyone. Remember that we will never ask you for your passwords;
- Never respond to any email that asks for confidential or personal security information. We will never send you such an email;
- Ensure that there is up-to-date and functioning anti-virus and firewall software on any computer you use for online Banking;
- If possible, avoid disclosing sensitive Account information when using computers in public places/Internet cafes. If this is not possible, take extra precautions;
- Ensure you log off your secure personal Account before leaving any computer;
- If you receive a call from us, do not disclose your security details to anyone, unless you are completely satisfied that the call is

from ICICI Bank UK PLC and not from a third party.

- 10.2.1 If any Internet Banking related security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on 08081 31 41 51 (freephone from UK landlines). As soon as you inform us, we will lock your Internet Banking user ID to prevent access to your Accounts by any unauthorised person.
- 10.2.2 If asked, you must confirm in writing the loss or theft of your security details.
- 10.2.3 We may ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your Accounts. We recommend that you report any unauthorised transactions to the police within seven days. We may also disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.
- 10.2.4 Please be aware that if you intentionally pass on your security details to any person you will be in breach of these Terms and Conditions and may be liable for any unauthorised transactions that occur on your Account as a result.
- 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 Savings Account is variable. Details of our current interest rates are available on our website ([www.icicibank.co.uk](http://www.icicibank.co.uk)).
- 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 Savings Account.
- 11.4 If you have chosen the HiSAVE Savings Account - 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 Savings Accounts - annual interest option, interest will be paid on 31st March of each year and at closure of the Account.
  - 11.4.2 For a new HiSAVE Savings Account - monthly interest option, interest for the first month will be credited to the HiSAVE Savings Account at the end of the second month.
- 11.5 Interest is calculated and rounded off to the second decimal place.
- 11.6 We will pay net interest (interest after the deduction of basic rate income tax on any Account, unless you are entitled to receive gross interest and you have sent us a completed HM Revenue and Customs form R85 (available on the HM Revenue and Customs website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)) for your Account.
- 11.7 For a joint account, both account holders must submit a separate form R85 before we pay gross interest (interest without tax being deducted) on the account.
- 11.8 If you hold multiple Accounts with us, you must send us separate forms R85 for each Account on which you do not want tax to be deducted.
- 11.9 Once we receive your completed R85 form, any interest due to you will be paid as gross interest (interest without tax being deducted) for the period from the first day of the month in which we receive your R85 form. We will not add the difference between gross interest and net interest paid in previous months to your Account.
- 11.10 If you receive gross interest (interest without tax being deducted) on any Account, and your circumstances change, then you must inform us immediately by logging on to Internet Banking and making the request 'Change of tax status from Gross to Net' through the service request section, or by contacting our Customer Service Centre.
- 11.11 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 Savings Account will be displayed on the website.

- 11.12 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.
- 11.12.1 If the change is to your advantage we will tell you within 30 days of the change.
- 11.12.2 If the change is to your disadvantage, we will always tell you personally at least 60 days in advance and we'll 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.
- 11.13 The tax treatment depends on the individual circumstances of each Banking customer and may be subject to change in the future.
- 11.14 Tax Certificate – your annual certificate of deduction of tax will be made available online. You can save and print the statement through the Internet Banking service. If you require a hard copy of this statement to be sent to you by post, please contact our Customer Service Centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com). We charge a fee of £5 for dealing with such requests. In the case of joint Accounts, the annual certificate of deduction of tax will only be made available for the primary Account holder. If your HiSAVE Account is closed then please contact our Customer Services Centre or email us at [ukdirect@icicibank.com](mailto:ukdirect@icicibank.com) for a physical copy of this statement to be sent to you by post.

## 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, for a period of 6 months, 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.
- 12.5 We recommend that you check your statement regularly. If there is an entry that seems to be incorrect, please inform us about it as soon as possible to help us resolve the problem.
- 12.6 For the security of your Account we will not provide you with statements if your Account is dormant. Please refer to condition 8.17 for information on Dormant Accounts.

## 13. Changes in your information

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

## 14. Changes to these Terms and Conditions

- 14.1 We may change these Terms and Conditions, including our charges, for valid reasons such as changes in market conditions, the cost of providing service to you, legal or regulatory requirements affecting us or any development of our systems or processes. If we believe any term is not clear, we will modify it to make it simple and clear without altering the meaning.
- 14.2 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.
- 14.3 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.

- 14.4 If any major change is made, or many minor changes are made in one year, we will provide a copy of the new Terms and Conditions or a summary of the changes. You can also view the Terms and Conditions from our website [www.icicibank.co.uk](http://www.icicibank.co.uk)

## 15. Charges

We do not charge for operating the HiSAVE Savings Account except for those charges in respect of CHAPS transfers, ordering physical statements and duplicate tax certificates. However, we may wish to introduce new charges in the future for valid reasons as mentioned in condition 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.

## 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 £50 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 Savings Account 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 Savings Account**

- 18.1 You may close your HiSAVE Savings Account with us by calling our Customer Service Centre or by logging into your HiSAVE Savings Account using Internet Banking and placing an "Account Closure" request through the "Service Request" section or by writing an email to the Account Manager (i.e. by using the secured channel). If you request us to close your HiSAVE Savings Account, the funds from your HiSAVE Savings 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 Savings Account, you will not be able to close your HiSAVE Savings Account until the maturity of your HiSAVE Fixed Rate Account.
- 18.2 We may close your HiSAVE Savings Account immediately in exceptional circumstances. Examples of such circumstances are if we reasonably believe that:
- 18.2.1 You are no longer eligible to hold a HiSAVE Savings Account. Please inform us immediately if you do not meet any of the requirements mentioned in condition 1;
- 18.2.2 You or someone else using your HiSAVE Savings Account is doing so illegally or fraudulently;
- 18.2.3 You have given us false information;
- 18.2.4 You have continually or seriously (or both) broken these Terms and Conditions.
- 18.2.5 You have behaved improperly (for example, in a threatening or abusive manner);
- If we close your Account for any other reason, we will give you two months advance notice.
- 18.3 If your HiSAVE Savings 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.
- 18.4. If we close your Account or Accounts:
- 18.4.1 We will transfer any funds you hold with us, plus any interest built up in the Account (after taking off tax which applies and any amounts you owe us), to your nominated linked Account only; and
- 18.4.2 You must pay us any amounts you still owe us, or which you become due to pay us, after we have closed your Account(s).
- 18.5 If you are not happy about your choice of savings Account, you can cancel it within 14 days of opening it. We will give you your money back with interest. The interest received will depend on the number of days the money was in the savings Account. For cheque investments, the funds cannot be withdrawn until the cheque has cleared.

## **19. Legal action against you**

- 19.1 If we receive notice of a fine, a court order or a court judgment against you or any other Account holder, we may refuse to allow withdrawals from your HiSAVE Savings 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 Savings 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 Savings Account, we may:

- a) put a hold on your HiSAVE Savings 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, and any other applicable laws.
- 21.2 We and other Group companies will access, use and analyse your information for the following purposes:
- to manage, maintain and develop our relationship with you;
  - to consider any applications made by you;
  - to manage your Account(s);
  - to make financial risk assessments including money laundering checks and for fraud prevention purposes;
  - to meet our regulatory compliance and reporting obligations;
  - to provide you with information in relation to products, services and events of both Group companies and third parties which we consider may be of interest to you. However, we will do so only if you have given an explicit consent for this. If at any time, you want to revoke your consent, you may write to us at ICICI Bank UK PLC, One Thomas More Square, London E1W 1YN to let us know;
  - for assessment and analysis purposes including behaviour scoring and market and product analysis;
  - to prevent crime, to verify your identity; and
  - to develop and improve our services to you and to notify you about changes to our services.
- 21.3 We will not disclose your information outside the Group except:
- Where we have your permission;
  - If we are required or permitted to do so by any law or regulation;
  - To credit reference and fraud prevention agencies and identity and address verification organizations (who may record and use your information and disclose it to other lenders), financial services organizations and insurers. Your information may be used by those third parties to make assessments in relation to your creditworthiness for debt tracing, fraud and money laundering prevention purposes.
  - If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organizations may also access and use this information to prevent fraud and money laundering, for example, when:
    - Checking details on applications for credit and credit related or other facilities;
    - Managing credit and credit related Accounts or facilities;
    - Recovering debt;
    - Checking details on proposals and claims for all types of insurance;
    - Checking details of job applicants and employees.
- Please contact us at 08081314151 (freephone from UK landlines) if you want to receive details of the relevant fraud prevention agencies;
- To Government entities and regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions;
  - To persons who act as our agents and service providers. Where we use agents and service providers this will be under a strict code of confidentiality and we will ensure that they have adequate security measures in place to safeguard your information;
  - To a third party to whom we transfer or may transfer our rights and duties under your customer agreement or any other agreement we enter into with you. We will transfer our rights and obligations only to those third parties whom we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you by us;
  - To third parties as part of the process of selling one or more of our businesses;
  - To carefully selected third parties so that they can contact you about products or services that they think may interest you. We will pass your information to third parties for marketing purposes only if you have given an explicit consent for this.
- 21.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

- 21.5 We may transfer your information to Group companies or third parties situated in other countries (including outside the European Economic Area) for the purposes of carrying out your orders, processing your payment instructions, provision of support services etc. We will take all steps reasonably necessary to ensure that such Group companies or third parties agree to apply similar levels of protection as we are required to apply in the UK.
- 21.6 We will use your information to inform you by mail, telephone or email about products and services that may be of interest to you. You can tell us if you don't want to receive such marketing information.
- 21.7 Under the Data Protection Act 1998, you have the right to see the personal records we hold about you. We may charge you a small fee (currently £10 ) for supplying the information and may require as appropriate your identity before doing so.
- 21.8 You have the right of access to your personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon request by you.
- 21.9 We require your prior written permission or request if we are asked to give a Banker's reference about you. This reference is no more than an opinion and is in no way a guarantee of your ability to make payments.
- 21.10 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.
- 21.11 If in trying to contact you by telephone, we are unable to speak to you, we may leave a message for you to call or contact us.

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

- 22.1 The HiSAVE Savings Account opened by you and your related rights and obligations are non-transferable by you.
- 22.2 We may transfer all or any of our rights in relation to your HiSAVE Savings Account. We may also transfer any of our obligations, in relation to your HiSAVE Savings Account or arrange for any other party to carry out our obligations, but only to someone we reasonably consider capable of performing them so that there is no reduction in the service standard provided to you. We will give you two months advance notice before we make any such changes. You have the right to close or switch your Account within this 2 months period without incurring any penalty or extra charges.

## **23. Telephone Banking services**

You can use the Telephone Banking service to:

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

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

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

### **Charges**

The Telephone Banking service is currently free of charge.

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



## **Cancelling the Telephone Banking Service**

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

## **24. Death and disability**

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

## **25. Financial difficulties**

If you find yourself in financial difficulties, you should let us know as soon as possible. We will consider cases of financial difficulty sympathetically and positively. Our first step will be to contact you to discuss the matter. We will do all we can to help you overcome your difficulties. The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we will be able to help.

## **26. Credit reference and fraud prevention**

### **26.1 Data sharing**

We may record, exchange, 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.

### **26.2 Crime prevention and debt recovery**

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

- 26.3 Where you borrow or may borrow from us, we may give details of your Account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

## **27. Complaints**

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

- write to us at:

Customer Relations,

ICICI Bank UK PLC,

One Thomas More Square,

London

E1W 1YN

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

We will arrange for the right person to investigate and respond to your concerns. (You must not send us your password, or other information you consider confidential, by email or post). Within two business days of receiving your complaint, we will send you a written acknowledgement. Within four weeks, we will write to you again with our final response or to explain why we need more time to respond. If we have not already responded to you, we will send you our final or other response within eight weeks and will tell you how to take your complaint further if you are still not satisfied. If you are not happy with the outcome, you may have the right to ask the Financial Ombudsman Service to settle the complaint. You may contact that service at:

The Financial Ombudsman Service,

South Quay Plaza,

183 Marsh Wall,

London E14 9SR

Phone: 0845 080 1800

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

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

## **28. Financial Service Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a Bank is unable to meet its financial obligations. Most depositors – including most individuals and some small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint Accounts each Account holder is treated as having a claim in respect of their share so, for a joint Account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's Accounts with us including their share of any joint Account, and not to each separate Account.

For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

## **29. General**

- 29.1 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.
- 29.2 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.
- 29.3 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.