



To learn more, contact us at:

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 www.icicibank.co.uk

 Visit our branches at:

43 - 45 Colmore Row, City, **Birmingham** B3 2BS
2 - 4 Station Street - east, **Coventry** CV6 5FJ
291, High Street North, Manor Park, **East Ham** E12 6SL
29 College road, **Harrow**, Middlesex HA1 1BA
293, Roundhay Road, **Leeds**, Yorkshire LS8 4HN
1 St. Michael's Avenue, **Leicester** LE4 7AH
21 **Knightsbridge**, London SW1X 7LY
25/31 Cheetham Hill Road, **Manchester** M4 4FY
102, The Village, High Street, **Slough** SL1 1HP
45 South Road, **Southall**, Middlesex UB1 1SW
47 Ealing Road, **Wembley** HA0 4BA

Ver 1.4 June 2009

Terms and Conditions

Internet Banking

Issued and Approved for the purpose of Section 21 of the Financial Services and Markets Act, 2000 by ICICI Bank UK PLC (Company No. 04663024) having its registered office at 21 Knightsbridge, London SW1X 7LY. ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority. It is subject to the laws of England and Wales. 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. Terms and conditions apply for all products and services.

All ICICI Bank logos and trademarks are the property of ICICI Bank Limited.



Effective from 1st April, 2008.

Introduction

These Terms and Conditions apply to the use by you, the customer, of the internet banking service provided by us, ICICI Bank UK PLC. They, together with our General Terms and Conditions and the terms on any account opening form, are a contract between you and us. For your own benefit and protection you should read these terms and conditions carefully before applying for our products and services. If you do not understand any of the terms or conditions, please contact us for further information

Your use of the internet banking service will indicate your acceptance of these Terms and Conditions. This will also be treated as a request, to add your Bank Accounts (as defined below) to our internet banking service.

These Terms and Conditions replace all earlier terms applicable to our internet banking service. The accounts and products you may access through our internet banking service have their own terms and conditions. If there is a difference, these Terms and Conditions will prevail. We suggest that you print off a copy of these Terms and Conditions for your records.

1. Definitions

The following words and phrases shall have the meanings as set out below unless the context indicates otherwise:

"Account(s)" means any bank account you hold with us. If you hold more than one Account with us, one of those Accounts shall be designated as the Primary Account and all other Accounts, if any, shall be referred to as Secondary Account(s).

"Internet Banking login ID" means an identification number issued to you used to access the Service.

"Password" refers to the password issued by us to you to access the Service, and which may be

changed by you from time to time.

"Personal Information" refers to the information provided by you to us.

"Service" means the internet banking service offered by us to you through which you may access information and give us instructions relating to Account(s) you hold with us. The Service may be provided by us or through our associates or contracted service providers.

"Terms and Conditions" means these terms and conditions (as amended from time to time) which apply to the use of the Service.

"You" means the holder of an Account who has requested to use the Service.

"Website" refers to the website owned, established and maintained by us located at www.icicibank.co.uk

"We/us/our/Bank" means ICICI Bank UK PLC (company number 04663024). ICICI Bank UK PLC is authorised and regulated by the Financial Services Authority in the United Kingdom and has its registered office at 21 Knightsbridge, London SW1X 7LY.

2. Your duties

2.1 To access the Service you need to have legal and valid access to the internet.

2.2 We will issue you a Password which you have to change by accessing the Service first time. You agree to keep your Password and Internet Banking login ID secure and secret at all times and to take steps to prevent unauthorised use of them, including the following:

- never, in writing or otherwise, recording the Password in a way that can be understood by someone else;

- never revealing the Password or Internet Banking login ID to someone else including our staff;
- destroying any advice from us concerning your Password immediately after receipt;
- avoiding using a Password that may be easy to guess;
- not recording the Password or Internet Banking login ID on any software which retains it automatically;
- keeping your Internet Banking login ID in a safe place at all times; and
- treating electronic mails (emails) you receive with caution and being wary of emails or calls asking you to reveal any personal security details. Neither the police nor we will ever contact you to ask you to reveal your Internet Banking login ID or Password.
- Visit www.banksafe.org.uk for useful information.

2.3 Once you have logged on to the Service, you must not leave the terminal or other device from which you have accessed the Service at any time or let anyone else use it until you have logged off the Service. You will be responsible for ensuring that you have logged off the Service at the end of any session.

2.4 You must tell us immediately of any unauthorised access to the Service or unauthorised transaction or instruction which you know or suspect or if you suspect that someone else knows your Password. You may call our Customer Support Line on 08081 31 41 51. Calls may be recorded or monitored. You must also change your Password immediately to one you have not used before. You must assist us and the police in our efforts to recover any losses. We may disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.

2.5 You shall ensure that the Service or any related service is not used for any purpose which is illegal, improper or which is not authorised under these Terms and Conditions.

3. Unauthorised Access

3.1 You shall take all reasonable precautions to prevent unauthorised or illegal use of the Service. We shall take all reasonable care to ensure the security of and to prevent unauthorised access to the Service.

3.2 We will refund you the amount of any transaction carried out in accordance with any instruction where your Password has been used without your authority, other than in circumstances set out in condition 3.3 below. Where we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges. We will have no further liability to you.

3.3 You will be responsible for all losses including the amount of any transaction carried out if you have asked, without reasonable care, so as to facilitate that unauthorised transaction, or if you have acted fraudulently. For the purposes of this condition 3.3 acting without reasonable care may include failure to observe any of your duties referred to above.

3.4 Once you have notified us of any unauthorised access to the Service or unauthorised transactions or that you suspect that someone else knows your Password, you will not be responsible for any unauthorised instructions carried out after we have had reasonable time to suspend the Service in respect of your Account(s) unless we can show that you have acted without reasonable care or fraudulently.

4. Internet Banking Password

If you forget the Password, you may request the issuance of a new Password by placing a request at our 24X7 Customer Support Line 08081 31 41 51. Branch Banking Customers may also place a written request for the same in the branches or by sending the same to ICICI Bank UK PLC, PO Box 905, Wembley HA0 9DX

5. Internet Banking Records and Transaction Terms

- 5.1 The information provided to you through the Service is not updated continuously but at regular intervals. Consequently, any information supplied to you through the Service is correct at the date and time it was last updated which is not necessarily at the date and time it is supplied to you. We shall not be liable for any loss that you may suffer by relying on or acting on such information.
- 5.2 We may keep records of the transactions in any form we wish. In the event of any dispute, our records shall be conclusive evidence of the transactions carried out through the Service in the absence of clear proof that our records are wrong or incomplete.
- 5.3 Any instruction for us to carry out a transaction, offered as a part of the Service, shall be binding on you and us when we receive it. If any instruction cannot be executed until you complete certain documents then we shall not be required to act on the request until we receive such documentation from you. In case of any instruction for us to carry out a transaction relating to any foreign currency transaction, the exchange rates quoted by us are provisional and are subject to future variations in the exchange rate. The rate, at which the transaction is given effect, would be the effective rate for all intents and purposes.

6. Joint Accounts

For joint accounts, Internet Banking login ID and Password for the Service will be issued to each account holder on request. Joint accounts can be operated by more than one user and ICICI Bank UK shall act on the instruction received first if there are conflicting instructions received from the other joint account holder/s. All correspondence will be addressed to the first named person only. All transactions arising from the use of Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

7. Charges

- 7.1 We reserve the right to charge for providing the Service. We will give you 30 days' notice personally by post or email or other means before we impose a charge or increase a charge. If you choose to continue to use the Service after the imposition (or increase) of the charge you authorise us to debit the charge to any Account. Before we debit your Account we will give you at least 14 day's notice of the amount of the charge.
- 7.2 There may be other costs or taxes imposed by third parties in connection with the Service. We will tell you about those before any are incurred.

8. Funds Transfer through Internet Banking

- 8.1 You are responsible for keying in the correct account number on any instruction to transfer funds. If you make a mistake whilst inputting the information, you can correct it by clicking on "Clear" and re-entering or by deleting and re-entering it.
- 8.2 You shall not use or attempt to use the Service to transfer funds unless you have sufficient funds in the Account or have an arrangement with us for

the grant of a sufficient overdraft. We may specify from time to time any limit for carrying out certain funds transfers or any other services through the Service.

- 8.3 We are not liable for any loss or damage caused by our failure to make any payments or for late payments due to circumstances beyond our reasonable control.
- 8.4 The person receiving the money may have to pay the foreign bank's charges.
- 8.5 If funds transfer is made available to you, we will upon your instructions transfer funds from your Account to other accounts belonging to third parties maintained at the Bank and/or at any other bank which falls under the network of automated payments in the UK operated by BACS Payment Schemes Limited.
- 8.6 Also refer to clause 5.3 above regarding exchange rates.

9. Authority to the Bank for Internet Banking

- 9.1 You authorise us to access your Account(s) to effect banking or other transactions instructed by you.
- 9.2 We shall have no obligation to verify the authenticity of any instruction received or purported to have been received from you through the Service or purporting to have been sent by you other than by verification of the Internet Banking login ID and the Password.

10. Instructions

- 10.1 All instructions for the Service shall be given by you through a computer or any other medium made available to you by the Bank.

- 10.2 You are responsible for the accuracy and authenticity of any instructions given to us. If you notice an error in the information supplied to us either in the application form or any other communication, you shall immediately advise us and we shall endeavour to correct the error wherever possible on a "reasonable efforts" basis.
- 10.3 If we consider an instruction to be inconsistent or contradictory we may seek clarification from you before acting on it.
- 10.4 We will make reasonable efforts to modify, not process or delay processing any instruction where you request us to do so, but we will not be liable for any failure to comply with your request unless it is due to our failure to make reasonable efforts to do so.
- 10.5 We are not under any duty to assess the prudence or otherwise of any instruction you give to us.
- 10.6 We may suspend the Service for any reason, such as maintenance or if we have reason to believe that your instructions will lead or expose us to direct or indirect loss. We may request an indemnity from you before continuing to operate the Service.
- 10.7 A transaction being carried out is not always simultaneous with an instruction being given. Some instructions may take time to process and may only be processed during normal banking hours even though the Service may be accessible outside such hours.
- 10.8 We may also refuse to act on any instruction if, 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; or it is to be performed in at a future date or it is subject to happening of certain event.

Not all Accounts may be accessed under the Service. We will give you details of whether or not you can access the Service on the Account you subscribe to when you become our customer.

11. Liability of the user and ICICI Bank UK PLC

- 11.1 The use of the Website is at your sole risk.
- 11.2 We shall endeavour to carry out your instructions promptly; we shall not be responsible for any loss or damage suffered due to delay or failure in carrying out the instructions due to any reason beyond our reasonable control whatsoever, including failure of operational systems or any requirement of law.
- 11.3 We will use reasonable efforts to inform you without undue delay through the Service and/or the Website if any service is not available.
- 11.4 We are not liable to you for any loss or damage caused by any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them.
- 11.5 We do not warrant that access to the Website, the Service and any information provided shall be uninterrupted, timely, secure, or error free nor do we make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of the Service.
- 11.6 We are not responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you or any other third party using the Service.
- 11.7 We are not liable for the consequences arising out of inaccurate or incorrect information supplied by you.

12. Indemnity

You agree to indemnify us fully against all losses and damage incurred by us arising from your instructions.

13. Disclosure of Information

Details of how we can process your information may be found in your Account opening form(s) and Account general terms and conditions.

14. Change of Terms

- 14.1 We may change the terms of these Terms and Conditions by sending you a message via email or by post.
- 14.2 We will give you 30 days' notice of any change which disadvantages you. In such a case you may without notice or paying additional charge terminate this contract within 60 days of us informing you of the change. You will not have to pay additional charges in this period. We may make any other change and then inform you within 30 days.
- 14.3 If we have made a major change or a lot of minor changes, we will give you a copy of the new terms and conditions or a summary of the changes.

15. Transferability

The grant of the Service to you is not transferable under any circumstance and shall be used only by you.

16. Termination of the Service

- 16.1 You may terminate your use of the Service any time by giving 15 days' written notice to us. Termination shall take effect at the end of the fifteenth day after you have given notice to us. You

will remain responsible for any transactions made through the Service until the time of such termination.

16.2 We may withdraw or terminate the Service at anytime either entirely or with reference to a specific service or user.

17. Viruses

Due to the nature of the Service, we will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is caused solely or directly by our negligence or deliberate default.

18. Communications through electronic means

Documents sent by electronic means will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. We will be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise us of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

19. Governing Law

Terms and Conditions and/or the operation of the Account(s) shall be governed by and construed in

accordance with the laws of England and Wales and any dispute between you and us shall be subject to the exclusive jurisdiction of the Courts of England and Wales save that, we are entitled to proceed against you in another jurisdiction if we deem it necessary.

20. Applicability To Future Accounts

If you open any further Accounts with us in the future, these Terms and Conditions shall apply to such Accounts or products or services and you opt for use thereof, then the Terms shall automatically apply to such further use of the Service by you.

21. Proprietary Rights

We shall tell you, from time to time, about any internet software which may be required to use the Service. There is no obligation on us to support all or any versions of the internet software. The software underlying the Service as well as other internet related software which are required to access the Service are the legal property of the respective vendors. The permission given by us to access the Service does not convey any proprietary or ownership rights in such software. You shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Service or create any derivative product based on the software.

22. Copyrights, Trademarks and Copying Materials

22.1 "ICICI" and our logo are our registered trademarks.

22.2 We have a license for, or own all copyrights for the Website(s) through which you access the Service and all trademarks and other materials used on it.

23. Availability

Due to weekly maintenance the Website will not be available from 5:10 AM to 7:10 AM GMT on every Sunday.

24. Complaints

24.1 The supply of the Service in the UK is subject to the regulation of the Financial Services Authority, and the Bank is authorised and regulated by the Financial Services Authority.

24.2 If you want to make a complaint about this agreement or the Service:

- Walk in to your nearest ICICI Bank branch and speak to a member of the staff.
- Telephone: Customer Relations on 08081 31 41 51* to inform us of your concerns.
- Email to: ukcustomerrelations@icicibank.com
- Write to us at :
Customer Relations,
ICICI Bank UK PLC,
47 Ealing Road,
Wembley HA0 4BA

We will then arrange for the right person to investigate and respond to your concerns.

When you contact us please tell us:

- Your name and account number
- The reason for your complaint
- The product, if applicable, that your complaint refers to
- The name of the person/s that you dealt with
- A suggestion of what you would like the bank to do

- Your address and if you are happy to discuss the issue on the telephone, your day-time number
- When writing to us it would be helpful if you could submit copies of any documentation relevant to your complaint

In the unlikely event that you remain unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint, you have the right to take your complaint to the Financial Ombudsman Service.

If you would like the Financial Ombudsman service to look into your complaint, you must contact them within six months of the date of any final response issued.

You can find out more about the role of the Ombudsman by asking for the FOS service leaflet at any ICICI Bank branch or you can write to:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR
Phone: 0845 080 1800

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk