

# Terms & Conditions



**Money Transfers -  
Non-Account Holders**





## Terms and Conditions – Non-Account Holder

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These Terms and Conditions (“Terms and Conditions”) are effective as of January 1, 2012 and supersede any previous Terms and Conditions applicable to the Service, and will apply to the use by Registered User of the Service provided by ICICI Bank UK PLC (“ICICI Bank”). The Terms and Conditions, together with the Terms of the remittance registration form and any other items incorporated by reference, will apply when the Registered User accesses the Service.

These are the standard Terms and Conditions on the basis of which ICICI Bank provides this Service to the Registered User. For your own benefit and protection you should read these Terms and Conditions carefully before availing this Service. If you do not understand any of the Terms or Conditions, please contact us for further information.

## 1. Definitions

In this section, the following words and phrases will have the meanings as assigned below:

**“Applicant”** means a resident of the United Kingdom who wants to apply for the Service and will be required to successfully complete the registration process to become a Registered User of the Service.

**“Beneficiary”** means a person to whom the Registered User of the Service would like to transfer funds using the Service.

**“Beneficiary Bank”** means the bank in India, with which the Registered Beneficiary holds an account.

**“Business Day”** means a day (other than a Saturday and Sunday) on which banks are open for general business in the United Kingdom, United States of America and India.

**“Charges”** means the charges made by ICICI Bank for use of the Service by the Registered User.

**“Chip and PIN Debit Card”** in relation to a money transfer using a Debit Card means a card that has a built in electronic chip and with which a transaction can only be authenticated using a PIN.

**“Registered Beneficiary”** means a person who has been registered by the Registered User with ICICI Bank and nominated by the Registered User to receive payments through the Service.

**“Registered User”** means an Applicant who has successfully

completed a remittance registration form and has been issued a "**Service**" means the money transfer service to India (in INR) offered by ICICI Bank to the Registered User by which money may be sent to a Registered Beneficiary.

"**Service Assurance**" means the payment that we provide if the Transfer is not completed or made within the Transfer Time chosen by us as provided in clause 5.3, subject to the Conditions provided in clause 5.

"**Transaction Receipt**" in relation to money Transfer using a Debit Card means the printed electronic receipt containing the date and amount of the transaction, a transaction identification number and a merchant identification number generated by the relevant point of sale terminal.

"**Transaction Reference**" means an identification number which will be issued to the Registered User upon confirmation of instructions to Transfer funds.

"**Transaction ID**" in relation to money Transfer using a Debit Card means a unique number with which details of transaction can be identified.

"**Transfer**" means the payment of funds authorized by the Registered User through the Service to be processed and delivered to the Registered Beneficiary.

"**Transfer Time**" means the number of Hours taken for a funds Transfer to be credited to the Registered Beneficiary's account with the Beneficiary Bank.

"**Website**" means ICICI Bank's website [www.icicibank.co.uk](http://www.icicibank.co.uk).

## 2. Registration

- 2.1 To use the Service an Applicant must first become a Registered User.
- 2.2 To become a Registered User the Applicant will need to complete a remittance registration form. The Applicant will be asked to provide independent documentary evidence of his/her identity and/or permanent address for fraud prevention and compliance with anti money laundering regulation purposes. ICICI Bank may do this electronically, using a reference agency or ask for documentary evidence. ICICI Bank will check the identity at the time of

submission of application and at any time during continuance of the relationship the Registered User holds with ICICI Bank. The documents listed in the registration form are not an exhaustive list. The Applicant will be allowed to only initiate a remittance transaction upon successful registration as a Registered User and when ICICI Bank has received satisfactory documents. ICICI Bank may ask the Registered User to update these documents from time to time and the Service may be subject to such updation. Such updation may be done at least annually and when the Registered User informs ICICI Bank of a change in personal details.

- 2.3 ICICI Bank is entitled to decline to accept and register an Applicant as a Registered User. It is the responsibility of the Applicant to provide correct, accurate and updated data for registration as a Registered User. In case the details provided are incorrect or incomplete, ICICI Bank may decline to register the Applicant as a Registered User of the Service.

### **3. Remittance Services**

- 3.1 Registered Users may make use of the Service only by visiting the Bank's Branches (available at [www.icicibank.co.uk/BranchFinder.html](http://www.icicibank.co.uk/BranchFinder.html)) upon successful registration as a Registered User.
- 3.2 ICICI Bank will try to contact the Registered User using the contact details provided on the remittance registration form, if required, to process the Transfer or in case of rejection of Transfer in scenarios like additional details required. ICICI Bank will try to contact the Registered User on the best effort basis and should not be held responsible for any loss, damage or delay in processing or reversing the Transfer request unless it has acted negligently. In the event of any incomplete or incorrect information or any discrepancy on the Transfer transaction form, ICICI Bank will notify the Registered User within three Business Days of the receipt of the request. The notification will include the reasons for not processing the Transfer and the

requirement of the Registered User to correct any errors that may have led to holding the Transfer request for want of complete and accurate information. However, in case of Transfers to banks other than ICICI Bank Ltd. India, the Registered User will receive a notification (on his/her email ID as submitted on the remittance registration form) within three Business Days of the date of receipt of rejection by the Beneficiary bank.

- 3.3 For Transfer of cash amounts above the limit as specified by ICICI Bank, from time to time, the Registered User may be required to provide ICICI Bank with a proof of withdrawal of funds through legitimate means. These limits may be changed.

## **4. Registered Beneficiary details**

- 4.1 Remittances can only be made to a Registered Beneficiary.
- 4.2 In order to register a Beneficiary, the Registered User will have to provide ICICI Bank with the following details for each Beneficiary:
- (a) Name of the Beneficiary
  - (b) Postal address of the Beneficiary
  - (c) Beneficiary bank name
  - (d) Beneficiary's account number
  - (e) Beneficiary bank's complete postal address with post code (in case of transfers to banks other than ICICI Bank Limited, India).
- 4.3 Where the Beneficiary is an account holder of ICICI Bank Ltd, India the Registered User will have to provide ICICI Bank with the name and account number of the Beneficiary and the type of account.
- 4.4 Where the Beneficiary is not an account holder of ICICI Bank Ltd., India the Registered User will have to provide ICICI Bank with the name of the Beneficiary's bank, complete bank address with postal code, and the account number together with the type of the account. Where the Registered User requires remittance of funds to be made

by demand draft, complete postal address of the Beneficiary will be required.

- 4.5 The Registered User is responsible for ensuring that the details concerning each Registered Beneficiary are correct and accurate. If the Registered User refuses or fails to provide correct, accurate and updated data for the Beneficiary, ICICI Bank may decline the request to register such a Beneficiary under the Service.

You should update all Beneficiary details provided to us prior to execution of any transaction.

- 4.6 Where the Beneficiary holds a no frills savings account ('small account as defined by the Reserve Bank of India) in India, Beneficiary registration will be rejected and the Transfer request will not be processed, as the Reserve Bank of India restricts credit of foreign remittances to such types of accounts.

- 4.7 The Registered User may be required to provide ICICI Bank with certain additional details for each of the Registered Beneficiaries.

4.8

1. The Registered User needs to complete the registration process once for each Beneficiary. There is no limit on the number of Beneficiaries that may be registered by a Registered User.
2. Each time a new Beneficiary is registered or there are changes to the existing details, the Registered User will be required to provide his/her photo identity. This proof will only hold good for a period of one year and will be required to be re-submitted each time upon the expiry of a period of one year from the date of the previous submission.
3. Following successful processing of the registration request and ICICI Bank's approval of the Beneficiary, the Beneficiary will be registered for the Service and may begin to receive remittances from the Registered User in accordance with the Terms and Conditions.



4. ICICI Bank may refuse to provide the Service without giving a reason, in particular to prevent money laundering, fraud or terrorist financing.

## **5. The Service, Service Assurance, Payment Methods, Charges, Transfer through Debit card and Transfer Times**

A Registered User may request ICICI Bank to send payments to a bank account of a Registered Beneficiary which can receive foreign inward remittances in accordance with Reserve Bank of India guidelines.

- 5.1 Registered Users may use the Service only to make Transfers to India. A Registered User may Transfer money only in GBP (originating currency) towards his/her Registered Beneficiary in INR (disbursing currency).
- 5.2 ICICI Bank will Transfer money to the Registered Beneficiary depending upon the payment method chosen by the Registered User.

You can make a Transfer using the Service by:

- (a) Cash
- (b) Cheque\*
- (c) Debit Cards: Only the cards that comply with the mentioned details may be used for money Transfer:
  - The card must be a GBP Chip & Pin Debit Card.
  - The card must be a Non ICICI Bank Debit Card.
  - Magnetic stripe cards/ cards without a chip may not be used for money Transfer.
  - Credit Cards may not be used for money Transfer.

\*Credit of funds accepted through cheques will be done on the sixth Business Day from the day of the cheque deposit, subject to clearing of funds.

- 5.3 The cut off time for acceptance of Transfer requests (only through cash deposits) on a Business Day, limits and other details of the payment modes provided by ICICI Bank for processing the request are as below:

<b>Modes of Transfer</b>	<b>Where you can give instructions</b>	<b>Cut off time for giving instructions to ICICI Bank</b>	<b>Time taken by ICICI Bank to send the money to the Beneficiary bank *</b>	<b>Payment limit</b>	<b>Charges ****</b>	<b>Service Assurance ***</b>
Account Transfer (Transfer to accounts held with ICICI Bank, India)	Branch	3:00 pm UK time	24 hours from placing a transfer request	No Limit	NIL	5pence for every £10 transferred
Insta 4 hour transfer (Transfer to accounts held with with ICICI Bank, India')	Branch	3:00 pm UK time	4 hours from placing a Transfer request.	No Limit	£4	5pence for every £10 transferred
NEFT, RTGS (Electronic Funds Transfer to banks other than ICICI Bank, India)**	Branch	3:00 pm UK time	24 hours from placing a transfer request	No Limit	£4	5pence for every £10 transferred
INR Demand draft for money transfer to any bank in India, issued at UK branch	Branch	4:30 pm UK time	The demand draft will be sent within 2 Business Days	No Limit	£6	No Service Assurance
INR Demand draft for money transfer to any bank in India, issued from India	Branch	4:30 pm UK time	The demand draft will be sent within 2 Business Days	No Limit	£10	No Service Assurance

\*Please note that the Transfer Time is subject to Business Days in the United Kingdom, United States of America and India. Any Transfer request initiated after the cut off time on a Business Day will be deemed to be an instruction received on the following Business Day.

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

\*\*\* The payment under the Service Assurance to the customer will be 5 pence for every £10 transferred, subject to a minimum of £1 and maximum of £50. A letter will be sent to the Registered User mentioning that he/she is entitled to a payment. The Registered User should present the letter, an identity proof and the receipt of transfer request to claim the Service Assurance payment at any of the Branches of ICICI Bank. The Registered User can also choose to receive the credit to his/her designate bank account by providing the account details to ICICI Bank. The Registered User should ensure that the designate bank account is in his/ her name. The Service Assurance payment will be valid upto 90 days from the Registered User receiving the letter.

\*\*\*\* Additional £1 charge will be applicable for Money Transfers made using Debit Card.

- 5.4 For each Transfer, the Registered User will have to provide an identity proof, inform ICICI Bank of the amount in GBP to be remitted to the Registered Beneficiary, purpose of remittance and give confirmation for further processing on Transfer.
- 5.5 Once a Transfer along with the Registered Beneficiary details has been confirmed by a Registered User, it cannot be changed.
- 5.6 The Registered Beneficiary may also have to pay the charges applied by the Beneficiary Bank and of which ICICI Bank may not be aware of. Such charges may be deducted by the Beneficiary bank from the amount that is transferred and credited to the account of the Registered Beneficiary.
- 5.7 Once the Registered User has confirmed the Transfer a Transaction Reference for it will be issued to him/her at the Bank.
- 5.8 Registered User will be provided with a time stamp at the time of placing the request for Transfer at the Bank. Time stamp will be provided manually on the receipt of transaction issued to the Registered User after accepting the request for transfer.

We recommend the Registered User to check that the time stamp is accurate on the transaction receipt.

- 5.9 The Service Assurance will not apply in the following circumstances:

- a) The Registered User provides incorrect/incomplete transaction details and/or Beneficiary details;
- b) The identity and address proofs submitted by Registered user are not updated or valid as per ICICI Bank's updation policy
- c) The Beneficiary's account is not valid;
- d) The Beneficiary's account cannot receive foreign inward remittances as per Reserve Bank of India guidelines
- e) There is a system failure, technical errors and/or delay on part of intermediary Banks or Beneficiary banks in crediting the Beneficiary account;
- f) The circumstances are beyond the reasonable control of ICICI Bank and all efforts have been made by the Bank, whether caused by strikes, power failures, equipment malfunctions, acts or omissions of any intermediary bank, war, riots (or threats thereof), governmental or court orders, work stoppages or similar occurrences or circumstances and all reasonable efforts have been made;
- g) Additional document/ information is required by Beneficiary bank for processing the transaction;
- h) All transactions rejected by the Beneficiary bank;
- i) All transactions that are cancelled by the Registered User.

#### 5.10 Transfers through Debit Card:

- 1. The following Conditions must be complied with to use this Service, failing which the Bank reserves the right to refuse the Service:
  - a. Valid photocard driving licence or passport as photo identification to be provided. If the Applicant is unable to provide any of these documents, he may speak to a member of staff.
  - b. The Debit Card cannot be an ICICI Bank UK PLC Debit Card.
  - c. The Card must be a Chip and Pin Debit Card denominated in GBP.

- d. Magnetic stripe cards/ cards without a chip may not be used for money Transfer.
  - e. Transactions without entering the PIN (signature based) will not be allowed.
  - f. Credit cards will not be accepted for money Transfer.
  - g. The name on the Debit Card must be the same as on the photo identity proof.
  - h. We may refuse to provide the service without giving a reason, in particular to prevent money laundering, fraud or terrorist financing.
2. Two copies of the Transaction receipt will be provided to Applicant after the Transfer. Applicant will have to sign one copy of the Transaction receipt and return to the Bank.
3. The Bank does not take responsibility for any Debit Card which is lost or forgotten or left behind by Applicant in the Branch premises. However, if the Bank finds any Debit Card lost or forgotten or left behind by Applicant, it will be retained only till the end of the business hours of the day (business hours of the Bank for the day. If Applicant claims the Card Applicant will have to provide us either a valid photocard driving license or valid Passport as the proof of identity before the end of the business hours of the day.

All unclaimed Debit Cards after the end of the business hours of the day will be destroyed by the Bank. The cards will be destroyed in a secure manner in the presence of two Bank officials.

4. The Bank will retain and destroy the Debit Card if:
- a. The Bank has reasons to believe that the card does not belong to the Applicant.
  - b. Asked to do so by the Applicant's issuing bank.

If the card/transaction is rejected by the Applicant's bank, they will need to contact their Bank.

## 6. Exchange rates

As an Authorised User, the Applicant acknowledges and agrees that:

When a Registered User gives instructions to ICICI Bank through any of the ICICI Bank's Branches by depositing cash, ICICI Bank will confirm the exchange rate for the Transfer before instructions are confirmed by the Registered User. However, while transferring funds by depositing a cheque through any of the ICICI Bank Branches, the exchange rate applied will be of the first rate prevailing on the sixth Business Day of the deposit of cheque.

## 7. Use of the Service

A Registered User of the Service accepts and agrees to the following:

- 7.1 In case of Transfers by Debit Card, there should be an adequate balance to meet the amount to be transferred and the charges payable for the service in the account from which the Registered User has initiated the Transfer.
- 7.2 The Registered User must disclose the purpose of the Transfer and ensure that he does not use this Service for any unlawful purposes under the laws of the United Kingdom and India.
- 7.3 In case of a change in personal details/information as provided on the remittance registration form including registered address/email/telephone number, it is the responsibility of the Registered User to update ICICI Bank of the change in such details/information. Delay in notifying ICICI Bank of such changes in details may result in loss or damage to the Registered User.
- 7.4 If an INR demand draft is lost or stolen, You must inform the Bank immediately. The demand draft will be valid for three months from the date of issue (subject to revision by Reserve Bank of India). You may wish to check whether the draft has been paid before the expiry of such validity period.
- 7.5 Where required by an applicable law or if ICICI Bank otherwise believes that disclosure may help to combat fraud, money laundering offences or other criminal activity, ICICI Bank may report information about a Registered User and the Service it provides to the Registered User to the appropriate regulatory or governmental authorities, bodies or agencies. In case of

any dispute or fraud reported by the Registered User or identified by ICICI Bank, ICICI Bank reserves the right to report the matter to the appropriate regulatory authorities.

## **8. Terms specific to the Service**

- 8.1 ICICI Bank will be responsible for acting on the instructions of a Registered User to make a Transfer, upon receipt of clear funds in the local currency (GBP), converting it into the foreign currency (INR) and transferring it to the Beneficiary bank.
- 8.2 The Service or any instructions for use of the Service should not be construed as advice and it is advised that each Registered User obtains independent financial advice in this regard prior to taking any decisions. Further, in making the Service available, ICICI Bank does not in any way solicit or encourage a Registered User to enter into any such transaction.
- 8.3 A Registered User will not receive interest on the funds Transferred from the time he/ she has provided the Transfer instructions to the Bank, to the time the Beneficiary receives the funds.
- 8.4 Each Registered User understands that ICICI Bank does not have any control over when other financial institutions may make clear funds available for the Registered Beneficiary's use and ICICI Bank will not be responsible for any delay or default on the part of any such financial institution. The disbursement of funds into the Registered Beneficiary's account may be subject to the regulations of the Registered Beneficiary's country (India) and ICICI Bank will not be responsible or liable for the same.

## **9. Reversal/Cancellation/Refund**

- 9.1 If the Registered User asks ICICI Bank to reverse/ cancel a Transfer, ICICI Bank will do its best to do so depending on the stage of the Transfer of the funds and the stage at which the reversal/cancellation is requested. ICICI Bank will not be liable if for any reason it is unable to cancel the Transfer unless it has acted negligently.
- 9.2 For any reversal/cancellation of a Transfer request, the Bank will deduct from the reversal amount a charge of £10 for cancellation. Any charges made by the Beneficiary's bank on the reversal request will be met by the Registered

User. However, ICICI Bank reserves the right not to pass any gain to Applicant if the reversal is the result of a non completion of transaction due to Applicant's fault or there are sufficient reasons for the Bank to believe that Applicant intentionally wanted to profit due to currency trading.

- 9.3 If any exchange rate loss is incurred at the time of reversal, it will be met by the Registered User.
- 9.4 If any exchange rate profit is made at the time of reversal, it will be passed on to the Registered User. If there are sufficient reasons for ICICI Bank to believe that the Registered User intentionally wanted to profit due to currency trading, the Bank may not pass on any gain to the Registered User.
- 9.5 Once a Transfer has been made and the Registered Beneficiary account has been credited in accordance with the instructions provided by the Registered User, any reversal of that Transfer will require the Registered Beneficiary's prior written consent. ICICI Bank will not be responsible for obtaining that consent.
- 9.6 If the Registered User provides ICICI Bank with inaccurate, incorrect and incomplete information or if ICICI Bank is unable to Transfer funds due to other reasons beyond its reasonable control, ICICI Bank will refund the amount to the Registered User after deducting the relevant Service Charges through cash, demand draft or wire the funds into the account held with any other local bank, as instructed by the Registered User in writing.

## **10. Responsibility of ICICI Bank to the Registered User**

ICICI Bank agrees to take reasonable care to Transfer funds in accordance with the Terms of the Service provided and in accordance with the instructions of the Registered User.

## **11. Limitation of liability**

- 11.1 ICICI Bank may set a limit on the principal amount of each Transfer or to reject a proposed Transfer.
- 11.2 We will generally rely without further enquiry on the Transfer instructions given by You unless we have reasonable cause to believe that such instructions are



incorrect, unauthorised or fraudulent.

- 11.3 ICICI Bank will take reasonable security measures to ensure the security of e-mail or any other communication sent to the customer but it can not guarantee its security.
- 11.4 ICICI Bank will be liable for losses arising as a result of not carrying out Your instructions correctly or unreasonable delay in doing so. ICICI Bank's liability may be limited to the original GBP amount of the Transfer.
- 11.5 Provided that ICICI Bank has exercised reasonable care it will not be liable to the Registered User for any loss or damage suffered by the Registered User (in so far as ICICI Bank is not prevented from excluding such liability by law) in following cases:
- (a) where ICICI Bank has acted upon the instructions of the Registered User correctly;
  - (b) where the Service is unavailable or delayed by any unavoidable cause beyond our control such as war, riots, governmental or court orders or similar circumstances;
  - (c) if the instructions of the Registered User are inaccurate, incomplete, or incorrect.

## **12. Unauthorised transactions:**

- 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.
- ICICI Bank 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 ICICI Bank at [ukservice@icicibank.com](mailto:ukservice@icicibank.com) or call on 0344 412 4444 (calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls) to inform us of your concerns.
- ICICI Bank and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

While reporting fraud the Registered User will ensure that the reporting of fraud and the statement provided by him/her is true and correct to the best of his/her knowledge and any false statements or false reporting of the fraud may result in prosecution. The reporting of fraud or any unauthorised transaction will also mean that the Registered User consents to provide all assistance to ICICI Bank or the police with regards to investigation of the disputed query. This may include additional information or records required by ICICI Bank or the police. This will also mean that the Registered User consents to furnishing the regulatory authorities with verbal and/or written statement which may be necessary if subsequent criminal proceedings take place.

By requesting ICICI Bank to make good the loss reported by the Registered User, the Registered User understand that any information related to the investigation of unauthorised transaction/reported fraud can be passed to the retailers, regulatory authorities, group companies or any other agency involved in the investigation.

### **13. Compensating ICICI Bank for loss**

The Registered User will compensate ICICI Bank for any loss or damage which is caused to us as a result of acting upon the given instructions or if the Registered User has committed fraud or does not observe these Terms and Conditions intentionally or with gross negligence. The amount paid by the Registered User under this condition will represent a reasonable assessment of ICICI Bank's losses. The protection provided by the Registered User under this condition will not apply if ICICI Bank deliberately or negligently caused the loss or if it is not consistent with the relevant laws or regulations.

## 14. Miscellaneous

- 14.1 If at any time any provision of the Terms and Conditions becomes illegal or unenforceable then it will not affect the legality or enforceability of any other provision.
- 14.2 We can take action in future to enforce any of our rights that we may have under the Terms and Conditions and that we may have delayed in enforcing.
- 14.3 If we fail to perform our obligations towards You under the Service due to any event beyond our control such as war, riots, Governmental or Court orders or similar circumstances, then we will:
- a. Perform such obligations as soon as reasonably practicable, or
  - b. Terminate the Service by providing a two months' notice to the Registered User.

You may discontinue the use of Service without any penalty.

- 14.4 A Registered User may not transfer his rights or duties under the Terms and Conditions to any other person.

ICICI Bank may transfer its rights or duties or arrange for any other party to carry its our rights or duties who it reasonably considers capable of performing them so that there is no reduction in the service standard provided to the Registered User by the Bank.

## 15. Notice

- 15.1 Unless otherwise agreed, any notice or other communication may be delivered to a Registered User through the Bank notice board (or website), call center, email or sent by post to the address given by the Registered User on the remittance registration form.
- 15.2 Any writ, summons or other process may be served upon a Registered User by posting the same in accordance with clause 15.1 above and will be deemed to be good service upon the Registered User. The foregoing will not however preclude ICICI Bank from effecting service of process in any other manner permitted by law.

## 16. Information regarding a Registered User

- 16.1 ICICI Bank will treat all personal information of a Registered User as private and confidential (even when relationship ceases to exist under the Service). Information ICICI Bank holds will not be disclosed to anyone including other companies in the ICICI Group, other than where:
- (a) ICICI Bank is required to give the information by law to relevant regulatory/ government authorities.
  - (b) There is a duty to the public to reveal the information.
  - (c) It is in the interests of ICICI Bank that it must give the information (for instance, to prevent fraud).
  - (d) A Registered User asks ICICI Bank to reveal the information or in the case ICICI Bank has the permission of the Registered User.
- 16.2 When a Registered User provides information to ICICI Bank, that information is processed in accordance with the Data Protection Act 1998.
- 16.3 ICICI Bank may use other companies in the ICICI Group and/or subsidiaries to process information and provide services on its behalf. Whether it is processed in the United Kingdom or overseas, the personal information of a Registered User will be protected in accordance with data protection legislation, by a strict code of secrecy and security which all companies in ICICI Group, its staff and any third parties are subject to and will only be used in accordance with the instructions of ICICI Bank.
- 16.4 Under the Data Protection Act 1998, a Registered User has the right, subject to payment of a reasonable fee, to see the personal records that ICICI holds pertaining to a Registered User. The Registered User would be required to write to the following address:
- Data Controller  
ICICI Bank UK PLC  
One Thomas More Square  
London E1W 1YN
- 16.5 A Registered User has the right of access to his/her personal records held by credit and fraud agencies. ICICI Bank will supply their names and addresses upon request by a Registered User.

- 16.6 ICICI Bank may record and/or monitor the telephone conversations that it may have with a Registered User for security and training purposes. Any recordings made are the property of ICICI Bank but ICICI Bank will handle it in accordance with the data protection laws of the UK, including the Data Protection Act 1998.
- 16.7 If, in trying to contact a Registered User by telephone, ICICI Bank is unable to speak with the Registered User, ICICI Bank may leave a message for the Registered User to call or contact ICICI Bank on any answering machine or with any person that answers the call.
- 16.8 To comply with relevant legislation when funds are transferred by ICICI Bank to a Beneficiary bank the Transfer may need to be accompanied by details of (i) the name of the Registered User (ii) address of the Registered User (iii) date and place of birth of the Registered User (iv) Customer identification number or national identity number of the Registered User and (v) Account number or a unique identification number of the Registered User allowing the transaction to be traced back to the Registered User. By using the Service each Registered User consents to ICICI Bank for providing such information.

## **17. Change in Terms and Conditions**

ICICI Bank may change any of the Terms and Conditions including the Charges if it has a valid reason to do so, 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 ICICI Bank believes any term is not clear, it will modify it to make it simple and clear without altering the meaning. ICICI Bank will inform the Registered User of any changes by notice in the Branches, via email and may also communicate through the Website.

ICICI Bank will inform the Registered User at least two months prior to the implementation of the change, if the change is to the disadvantage of the Registered User. In any other instance, the Registered User will be notified within thirty days of implementation of the change.

ICICI Bank may terminate or suspend the Service. ICICI Bank will give the Registered User a two months advance notice of the same.

## 18. Regulation

ICICI Bank UK PLC (Company Number: 04663024) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Registration Number: 223268). It is subject to the laws of England and Wales. ICICI Bank UK PLC is a 100% owned subsidiary of ICICI Bank Ltd. ICICI Bank Ltd. is regulated and authorised to take deposits in India by the Reserve Bank of India.

## 19. Third party rights

The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement between ICICI Bank and the Registered User and accordingly nothing in it will be directly or indirectly enforceable by a third party, nor is it intended to confer as benefit on any third party.

## 20. Complaints

If a Registered User wants to make a complaint, he/she can contact ICICI Bank:

Write at:

Customer Relations,  
ICICI Bank UK Plc,  
2nd floor, One Thomas More Square,  
London E1W 1YN.

Walk in to the nearest ICICI Bank Branch and speak to a member of staff.

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

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

When writing to ICICI Bank it would be helpful if the Registered User submits copies of any documentation relevant to the complaint. ICICI Bank will arrange for the right person to investigate and respond to the concerns. (Registered User must not send us his/her Password or other information that is considered confidential, by email or post). Within two working days of receiving the complaint, ICICI Bank will send a written acknowledgement. Within four weeks, the Bank will write to the Registered User again with the final response or to explain why more time is needed to respond. If ICICI Bank has not already

responded, it will send the User its final or other response within eight weeks and will tell how to take the complaint further if he/she is still not satisfied. If the Registered User is not happy with the outcome, he/ she may have the right to ask the Financial Ombudsman Service to settle the complaint. The User may contact:

The Financial Ombudsman Service

Exchange Tower,

London E14 9SR

Phone: 0800 023 4 567

Website: <http://www.financial-ombudsman.org.uk>

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

## **21. Governing law**

These Terms and Conditions are governed by English Law and any dispute between ICICI Bank and a Registered User is subject to the jurisdiction of the Courts of England and Wales.



**To learn more, contact us at:**

 **0344 412 4444**

(Calls to this number use free plan minutes if available, otherwise they cost the same as 01/02 prefix calls)

 **ukservice@icicibank.com**

 **www.icicibank.co.uk**

**Visit our branches at:**

92 – 94 Soho Road, Handsworth, Birmingham B21 9DP

291, High Street North, Manor Park, East Ham E12 6SL

29 College Road, Harrow, Middlesex HA1 1BA

293, Roundhay Road, Leeds, Yorkshire LS8 4HN

21 Knightsbridge, London SW1X 7LY

25/31 Cheetham Hill Road, Manchester M4 4FY

45 South Road, Southall, Middlesex UB1 1SW

47 Ealing Road, Wembley HA0 4BA

Vr1 OCT 2015