

## Terms and Conditions

### 1. Introduction

These Terms and Conditions apply to the use by you, 'the customer', of the debit card service provided by us, ICICI Bank UK PLC, Germany Branch. These should be read in conjunction with, our General Terms and Conditions, Internet Banking Terms and Conditions and the terms on the account opening form(s).

### 2. Definitions

#### In these Terms and Conditions:

**"Account"** means your current account linked to your Card from which money will be taken out when you use your Card.

**"Account Statement"** means a monthly statement of your Account sent by us to you listing all Transactions carried out on a monthly basis and the balance in the Account as of that date.

**"ATM/Cash Machine"** means any of our Automated Teller Machines (ATMs) whether in Germany (DE) or overseas, or a specified Shared Network, from which you can use your Card to withdraw funds from the Account and view your Account balance.

**"Business days"** means, in Germany, Monday to Friday, except public holidays.

**"Card"** means a valid ICICI Bank VISA Debit Card issued to you with your Current Account.

**"EUR", "Euro" and "€"** means the lawful currency for the time being of Germany.

**"International Transaction"** means any Transaction carried out by you with the Card outside Germany.

**"Merchant Establishment" or "Supplier"** means any person (including a retailer or a bank) who agrees to accept a Card and/or, if applicable, the Debit Card Number as payment for goods, services or cash.

**"PIN"** means the personal identification number generated by you via Internet Banking, through which you can make a card transaction.

**"POS Terminal"** means a point of sale terminal.

**"Service"** means the Debit Card Service offered by us to you through which you may withdraw cash through an ATM or make payments and give us instructions relating to Account you hold with us. The Service may be provided by us or through our associates or contracted service providers.

**"Shared Network"** means VISA networks that accept the Card.

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

**"Transaction(s)"** means each transaction by which cash, goods or services are obtained by the use of a Card and/or, if applicable, the Debit Card Number.

**"VISA Regulations"** means the guidelines issued by VISA to all member banks within its network from time to time.

**"VISA"** means a mark owned by VISA International.

**"We", "us", and "our"** mean ICICI Bank UK PLC, Germany Branch.

**"You"** means the holder of a Current Account.

### 3. General

#### We will only send you a Card if:

- "You" have opened a Blocked Account or Current Account with us;
- "Your" card was reported as lost and you asked us to send you another Card (unless your account is dormant, in which case you will have to activate your account before requesting a new Card).

For security reasons you will need to activate your Card before you start using it. You can activate your card by calling our customer service center on **+49 6196 9239 537** (local call charges apply).

### 4. Validity

4.1 The Card is valid for use at all ATMs and Merchant Establishments.

4.2 The Card is valid for a period of four years until the last business day of the month indicated on the Card. We will send you a replacement Card prior to the expiry of your existing Card. There will be no charge for reissue of the Card on expiry.

4.3 We will reissue Cards automatically prior to the expiry, Subject to the following:

- Cards will not be reissued if there has been no Transaction using the Card in the past 12 months.
- Cards will not be reissued for Dormant Accounts. You will have to activate your Dormant Account before making a request for a new Card.
- Cards will not be reissued for Cards that have inactive and blocked status

## 5. Card benefits

- 5.1 You can withdraw cash and make payments at Merchant Establishments with your Card.
- 5.2 You can use your Card for withdrawing cash from an ATM.
- 5.3 You can pay for goods and services with your Card and/or, if applicable, by using the Card Number.
- 5.4 You can use your Card for a transaction by mail, telephone or over the internet when you are not present at the point of sale (cardholder not present transaction).
- 5.5 You can use your Card outside Germany for cash withdrawal and to make payments at Merchant Establishments. Any transactions made by you using the Card outside Germany will be charged to your Current Account in the applicable currency, which will then be converted into Euros at the Visa exchange rate on that date. We do not offer a cash back facility on our Cards.
- 5.6 We will not be responsible for any charges levied by the Shared Network, overseas ATM or by any Merchant Establishment.

## 6. Protecting your Account

- 6.1 You must sign your Card immediately on receipt.
- 6.2 You must keep the Card safe and not allow it to be used by any other person. You must not tell anyone your PIN or other security information.
- 6.3 Criminals continually look for new ways to obtain your Card or details relating to your Card including your PIN. If you are banking online or entering your PIN details in a public place you should always be vigilant. We will never contact you and ask for sensitive information such as your PIN or the three digit number on the reverse of the Card.
- 6.4 It is essential that you tell us as soon as you can if you suspect or discover that:
  - Your Card has been lost or stolen; or
  - Someone else knows your PIN or the three digit security number on the back of your Card. You should tell us by calling us on +49 6196 9239 537 (local call charges apply). You may be asked to also confirm this in writing to ICICI Bank UK Plc, Germany Branch, Helfmann Park 10, 65760, Eschborn. We may use details you have given us as evidence in enquiries carried out by the insurers or the Police.
- 6.5 If we need to investigate a transaction on your Account, you must cooperate with us and the Police, if we need to involve them.
- 6.6 We recommend that you memorise your PIN and then destroy any record of it. Security of the PIN is very important. You must treat the PIN as confidential and non-transferable.
- 6.7 You must notify us immediately and in any event within 13 months of receiving your statement at the latest, of any unauthorised transactions appearing on your statement following the loss, theft or misuse of the Card.
- 6.8 Additional security measures you should take to keep your Card and Account safe include the following:
  - Do not allow anyone else to have access to or use your Card or PIN;
  - Do not disclose your PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
  - Comply with other advice given by us in these Terms and Conditions for using Debit Cards to make payments through the internet;
  - Do not tamper with the Card;
  - Never write down your PIN;
  - Comply with all reasonable instructions we issue regarding keeping your Card and PIN safe.

## 7. Liability for Unauthorised Transactions

Your liability for the misuse of the Card, unless we can show that you have acted fraudulently, have been grossly negligent, or have allowed someone else to use your Card will be limited as follows:

- If someone else uses your Card before you tell us it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is EUR 50.00;
- If someone else uses your Card details without your permission and your Card has not been lost or stolen, you will not have to pay anything;
- If someone else uses your Card details without your permission for a transaction where the cardholder does not need to be present, you will not have to pay anything;
- If your Card is used before you have received it, you will not have to pay anything.

## 8. Transaction Limits

Maximum daily limit\* for cash withdrawal at ATM EUR 300.00

Maximum daily limit \* for purchases at high street merchants EUR 1500.00

Maximum daily limit \* for online purchases EUR 1500.00

\* The daily limit is refreshed at 6:30 PM CET from the last Sunday of October to last Saturday of March and at 7:30 PM CET from the last Sunday of March to the last Saturday of October.

## 9. Personal Identification Number (PIN)

9.1 To use the Card a PIN will be required by you. This PIN can be generated or changed by you via Internet Banking or at any shared network ATM.

9.2 You must ensure that you do not reveal this PIN to anyone and take all precautions to prevent anyone else from seeing your PIN while using an ATM or POS Terminal.

9.3 Any transactions made by using the Card will be considered to have been carried out by you and we will be entitled to assume this unless otherwise notified by you as outlined in condition 6.4.

## 10. Transactions

10.1 We will debit your Account with the value of all transactions carried out by you and all valid charges as applicable.

10.2 All transactions and valid charges will be detailed in the Account Statement.

10.3 You may discontinue use of the Card at any time by informing us and returning the card to us. Cards should be cut diagonally across the magnetic strip into at least four pieces to destroy them before they are returned to us.

10.4 You will be liable for all valid charges incurred until such time we receive notice of the termination.

10.5 There will be a transaction charge of EUR 2 per ATM transaction for more than allocated transactions. Please make note of the below mentioned allocated transactions:

Account type	Free ATM transactions
ICICI Bank Hello Europe Account	3 per month

## 11. Guidelines for using your Card

11.1 You must ensure that the Card is kept in a safe place at all times and you must not, under any circumstances allows the Card to be used by any other individual.

11.2 Transactions carried out by you at an ATM managed by the Shared Network will be limited to cash withdrawals, balance enquiries and changing your PIN.

11.3 We may change the type of transactions that can be carried out at an ATM managed by the Shared Network.

11.4 All communication to us should be addressed to ICICI Bank UK Plc, Germany Branch, Helfmann Park 10, 65760 Eschborn, Germany.

## 12. Use of the Card at an ATM

12.1 The Card is to be used together with the PIN at all ATMs.

12.2 You are advised to retain records of all transactions carried out.

12.3 The daily limit for withdrawals of cash and purchases made using the Card should not be exceeded by you at any time irrespective of the balance of your account.

12.4 You agree not to use the Card to carry out transactions unless sufficient funds are available in the Account. Any dispute in respect of a Shared Network ATM transaction will be governed by VISA regulations. In all such cases, you should notify us of the dispute immediately.

### 13. Use of the Card at Merchants

- 13.1 The Card may be used to carry out transactions at Merchant Establishments and POS Terminals. You must input your PIN Number on a Chip and PIN pad with the Merchant Establishment. It is advisable that you retain a copy of the receipt generated for your records. We may grant a temporary unauthorised overdraft to your Account if there is insufficient money in your Account to make the payment. If we do so, we will charge you the applicable interest and charges. Please refer to the Rates and Charges leaflet for this.
- 13.2 You will not be able to use your Card for purposes relating to betting, gambling, lotteries and such other similar transactions at betting/gambling shops, establishments and over the internet.
- 13.3 We will not accept responsibility for any dealing you may have with the Merchant including but not limited to the supply of goods and services.
- 13.4 We accept no responsibility for any surcharge levied by any Merchant and debited to your Account when a transaction is carried out.
- 13.5 We will consider any valid charge or request for payment received from a Merchant Establishment by us as a proof that the payment was properly incurred at the Merchant Establishment for the relevant amount by you using the Card, as specified in the request, except where the Card has been lost, stolen or fraudulently misused. If you dispute a transaction we will refund you the disputed amount within 24 hours. We will also ask you to fill up a transaction dispute form.
- 13.6 The Card can be used for transactions made by mail order, telephone or on the internet.

### 14. Exclusion from Liability

- 14.1 We will not be liable for any loss or damage arising directly or indirectly out of:
- a. Any defect in quality of goods or services supplied;
  - b. If the merchant is unable to accept your Card due to technical difficulties at their end;
  - c. The malfunction of any POS Terminal or ATM;
  - d. Failure by us to authorise any Transaction as a result of unavoidable circumstances beyond our control such as war, riots (or threats of war or riots), or governmental or court orders;
  - e. Any injury to your credit record and reputation caused by the repossession of the Card or any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
- 14.2 Should we receive any process, summons or similar order from a court of law or any other appropriate authority which we in good faith believe calls into question your ability or the ability of someone authorised by you to use the Card, then we may decline to allow you to operate your Account and may pay such funds over to an appropriate authority and take other steps, as required to comply with the applicable laws or a valid order of a court of law.
- 14.3 We may deduct from your Account a reasonable service charge and any reasonable expenses incurred due to a legal action involving your Card and where you were proven to be at fault.

### 15. Addition of facilities

We may make available to you additional services on the card, ATMs, POS Terminals and/or other devices through shared networks for your convenience and use.

### 16. Changes to these Terms and Conditions

- 16.1 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.
- 16.2 We will advise you of any such changes covered under condition 16.1 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/Debit Card service without loss of interest or any additional charges.
- 16.3 We will advise you of any changes covered under condition 16.1, including changes to charges, which are not to your disadvantage, by sending a personal notice (sent electronically) within 30 days of making such change.
- 16.4 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.de](http://www.icicibank.de).

### 17. Applicable law

The Terms and Conditions are governed by German law.