

## **Terms & Conditions for Bank@Home Service provided by ICICI Bank Limited For SEG Customers**

These Terms and Conditions (hereinafter referred to as the "Terms", which expression shall include all amendments made thereto from time to time) apply to and regulate the provision of Bank@Home Services offered by ICICI Bank Limited to the Customers.

In Bank@Home Services, ICICI Bank would receive Instructions sent by the Customers through ICICI Bank's Corporate Care (Phone Banking) or instructions given through ICICI Bank branch banking or any other medium as approved by ICICI Bank and carry out such instructions in accordance with these Terms.

### **1. Definitions:**

In these Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

**"Account"** refers to any account of the Customer with ICICI Bank in India, which is designated as eligible account by ICICI Bank for the Services.

**"Agent"** refers to such persons as may be appointed by ICICI Bank from time to time for the purposes of providing the Services to the Customers.

**"Application"** shall mean the application forms and/or any other form(s)/document(s)/letter(s) required for availing of the Bank@Home Services from ICICI Bank.

**"Customer"** shall mean an Individual/Proprietor/Partnership Firm/Company Public or Pvt., individual (or in case of joint Accounts, all of the accountholders, through one Account holder) having an Account and requesting for availing the Services which request has been accepted by ICICI Bank.

**"ICICI Bank"** refers to ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051. The expression "ICICI Bank" shall, unless it be repugnant to the subject or context hereof, include its successors and assigns.

**"ICICI Bank's Corporate Care (Phone Banking)"** refers to ICICI Bank - ICICI Bank Corporate Care Centre Service provided by ICICI Bank to the Customers.

**"Instruction"** refers to the requests made by the Customer for availing the Services from ICICI Bank in the form and manner as prescribed by ICICI Bank from time to time.

**"Instrument"** shall mean the ICICI Bank cheque drawn by the Customer.

**"ICICI Bank Holidays"** shall refer to such days on which the ICICI Bank branches shall be closed.

**"Services"** shall mean the Bank@Home services provided by ICICI Bank to the Customer from time to time and more particularly described below (including any amendments thereto):

- Cash Payment

- Cash Deposit
- Demand draft /Pay order (DD/PO) Delivery
- Instrument Pick up
- Any other facility as ICICI Bank may offer to its Customers from time to time.

**“Service Request Number”** refers to the unique transaction number provided to the Customer by ICICI Bank at the time of providing the Instruction. Every request will have a unique number.

In these Terms, unless the contrary intention appears:

(a) a reference to :

an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

an "authorisation" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

"law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time;

(b) the singular includes the plural (and vice versa);

(c) the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neutral genders;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank.

## **2. Applicability of Terms:**

These Terms form the contract between the Customer and ICICI Bank for availing of the Services. Application for the Services may be made by the Customer through ICICI Bank's Corporate Care (Phone Banking) and/or any ICICI Bank branch and/or through any other mode as may be prescribed by ICICI Bank from time to time; Such Application shall be in such form and manner as stipulated by ICICI Bank.

ICICI Bank shall be entitled at its sole discretion to accept or reject such Application(s) as may be submitted by the Customers. For availing Bank@Home - Doorstep Banking Services, the client will have to be a registered user (transaction access) of Corporate Care services with an 'Activated Transaction Access Password'. Non-registered clients will have to register and then avail Bank@Home - Doorstep Banking Services. For Application(s) submitted by the Customer at any of the ICICI Bank branches, the Customer can avail the Services through any of the ICICI Bank branches immediately.

By applying for the Service, the Customer acknowledges as having read, understood and accepted these Terms. These Terms shall be in addition to and not in derogation of the terms and conditions governing ICICI Bank's Corporate Care (Phone Banking) and relating to any Account of the Customer and /or any other product/services provided by ICICI Bank.

### **3. Eligibility Criteria:**

The Customer represents that the Customer is at least 18 years of age and has the capacity to contract as specified under the Indian Contract Act, 1872 to be eligible for availing the Services offered herein.

### **4. Instructions:**

The Customer may provide any Instruction in relation to the Services to ICICI Bank through ICICI Bank's Corporate Care (Phone Banking) or ICICI Bank branches or any other medium/channel by ICICI Bank for the purpose in a manner as may be prescribed by ICICI Bank; from time to time.

The Customer, to give Instructions through ICICI Bank's Corporate Care (Phone Banking), should be registered user (transaction access) of ICICI Bank's Corporate Care (Phone Banking) services and having an 'Activated Transaction Access Password'. The Services are currently available only to the Customers holding Account/s with ICICI Bank's branches in India.

A transaction limit is placed on Instructions of the Customer on all the Services as specified in Annexure I to these Terms.

In case Instruction is provided for the Service of Cash Payment and/or DD/PO Delivery, the Customer shall be required to provide a ICICI Bank cheque number at the time of placing the Instruction, when such Instruction is placed through ICICI Bank's Corporate Care (Phone Banking). Such cheque shall be cancelled by crossing the face of the cheque and marking it as "CANCELLED" (the "Cancelled Cheque"). The Cancelled Cheque is required to be handed over to the Agent. The Customer also agrees that stop payment instructions shall be deemed to have been provided with respect to the Cancelled Cheque, which instructions shall be carried out by ICICI Bank without levying any charge/costs therefor.

In case the Instruction is provided for the service of Cash Payment and/or DD/PO Delivery at a ICICI Bank Branch, the Customer shall be provided an acknowledgement form (the "Acknowledgement Form"). Such Acknowledgement Form is required to be handed over to the Agent by the Customer at the time of Cash Payment and/or DD/PO Delivery<sup>1</sup>.

### **5. Availability and Disclosure:**

The Customer is responsible for the accuracy and authenticity of the Instructions provided to ICICI Bank and the same shall, subject to these Terms, be considered to be sufficient to provide the Services. ICICI Bank shall not be required to independently verify the veracity, authenticity or validity of the Instructions. ICICI Bank shall have no liability if it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by the Customer. Where ICICI Bank considers the Instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any Instruction of the Customer or act upon any such Instruction as it deems fit. ICICI Bank has no liability or obligation to keep a record of the Instructions to provide information to the Customer or for verifying Customer's Instructions. ICICI Bank may refuse to comply with

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the Instructions without assigning any reason or notice and shall not be under any duty to assess the prudence or otherwise of any Instruction and have the right to suspend the operations through the Services or carrying out of Instructions if it has reason to believe that the Customer's Instructions will lead or expose to direct or indirect loss to ICICI Bank, or ICICI Bank may require an indemnity and/or other security/comfort from the Customer before continuing to restore/perform the Services and/or Instructions.

ICICI Bank shall endeavor to carry out the Instructions of the Customer provided that ICICI Bank, shall not be responsible for the delay in carrying out such Instructions due to any reason whatsoever, including, but not limited to, failure of operational systems or any requirement of law or ICICI Bank's internal policies.

#### **6. Accuracy of Information:**

The Customer is responsible for the correctness of information supplied to ICICI Bank for use of the Services whether by means of instructions given ICICI Bank's Corporate Care (Phone Banking) or any of ICICI Bank's branches. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the Instructions supplied to ICICI Bank, the Customer shall immediately advise ICICI Bank which will endeavour to correct the error wherever possible on a reasonable best efforts basis

#### **7. Liability for Agents:**

ICICI Bank shall be responsible for the acts of omission and/or commission of the Agents appointed by ICICI Bank for the purpose of providing the Services to the Customers.

#### **8. Operation Of Services:**

The Customer acknowledges and agrees that the Instructions for the services shall be processed by ICICI Bank only if the same are received by ICICI Bank in the prescribed time and manner.

The Customer agrees and acknowledges that the Services shall be provided by ICICI Bank only at the communication address of the Customer available with ICICI Bank at the time of the Customer applying for availing the Services through the Application. In case of any request provided by the Customer for getting the communication address changed in the records of ICICI Bank in a manner as may be prescribed by ICICI Bank, such changed communication address shall be used by ICICI Bank for providing the Services to the Customers.

The Customer agrees and acknowledges that transmission of information through phone is not a secure means of sending information and may be subject to tampering and unauthorised access, fraudulently or mistakenly written, altered or sent, and not be received in whole or in part by the intended recipient.-

ICICI Bank shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Instructions given over the phone or (2) the transmission or delivery of any Instructions given over the phone or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, or (ii) interruption in any such data, information or message, due either to any act or omission by ICICI Bank due to "*force majeure*" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any

other cause beyond the reasonable control of ICICI Bank, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended recipient.

ICICI Bank may, at its sole and absolute discretion, act on any Instruction given by the Customer to ICICI Bank, or which ICICI Bank reasonably believes to have been made by the Customer.

The Customer agrees that ICICI Bank shall not be liable if:

- a) the Customer has breached any of the Terms, contained herein or
- b) the Customer has contributed to or the loss is a result of failure on part of the Customer to advise ICICI Bank within a reasonable time about unauthorised access of or erroneous transactions in the Account by use of the Services;

The Customer agrees and acknowledges that ICICI Bank is under no obligation whatsoever to accept an Instruction. Further, without limiting the generality of the foregoing, ICICI Bank shall not be deemed to have accepted any Instruction unless and until ICICI Bank receives the complete Instruction on a business day and during the normal business hours of ICICI Bank, whether through instructions received through phone or through ICICI Bank's branches.

The Customer agrees that ICICI Bank may at such times as ICICI Bank may deem fit, request the Customer to approach ICICI Bank branch with the acknowledgement provided by the Agent to the Customer at the time of the execution of the Instruction.

Under no circumstances, shall ICICI Bank, its employees, directors involved in providing the Services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of the Services or resulting from unauthorized access or alteration of Instructions given through phone or arising from interruption, suspension or termination of the Services or any inability of ICICI Bank to receive Instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of willful default or gross negligence on the part of ICICI Bank. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of ICICI Bank under this arrangement shall not exceed the charges/fees received by ICICI Bank from the Customer under this arrangement.

**Cash Deposit:**

The Customer shall comply with any process that may be intimated by ICICI Bank to the Customer for the purpose of Agent verification at the time of execution of the Instruction by the Agent in a manner as may be prescribed by ICICI Bank from time to time, including but not limited to, verifying the Agent's identity as per the identification card carried by the Agent and the Service Request Number provided by ICICI Bank before handing over the monies to the Agent. The Customer shall fill the cash deposit envelope ("Cash Deposit Envelope") provided to the Customer by the Agent completely and accurately as per the details required on the Cash Deposit Envelope and hand over the monies to be deposited into the Account to the Agent. The Customer shall not provide any cut/soiled/mutilated/tampered/defective currency notes to the Agent. Any such cut/soiled/mutilated/tampered/defective currency note shall not be accepted by the Agent and shall be returned to the Customer. The Customer shall ensure that the Agent

counts all the monies provided by the Customer and puts the monies in the Cash Deposit Envelope in the Customer's presence. The Agent shall provide the Customer with a duly signed and stamped acknowledgment of the monies provided by the Customer to the Agent. The Customer shall be required to sign across the sealed portion of the Cash Deposit Envelope. The Cash Deposit Envelope as handed over by the Customer to the Agent shall be processed/opened under electronic surveillance. ICICI Bank shall credit the Account with such amount on the same /next working day. If in the event, ICICI Bank ascertains any or all of the currency notes provided by the Customer to the Agent are defective/discrepant/counterfeit, ICICI Bank shall endeavour to notify the Customer about the same and shall only credit the Account with such amount as calculated after deducting the total value of the discrepant/defective/counterfeit currency notes provided by the Customer. ICICI Bank will present such discrepant/defective/counterfeit notes to the Reserve Bank of India ("RBI") as per the policy laid down by RBI in this regard from time to time and shall only credit the realized value of such defective/discrepant/counterfeit currency notes to the Account of the Customer, if any, on receipt of such confirmation from RBI. The Customer agrees and confirms that ICICI Bank shall not be held liable for not crediting any such amount of the total value of the defective/discrepant/counterfeit currency notes in the Account of the Customer and that the decision of ICICI Bank with regards to determining any defectiveness of the currency notes provided by the Customer shall be final and binding upon the Customer.

#### **Cash Payment:**

The Customer shall comply with the process that may be intimated by ICICI Bank to the Customer for the purpose of Agent verification at the time of execution of the Instruction by the Agent in a manner as may be prescribed by ICICI Bank from time to time including but not limited to, verifying the Agent's identity as per the identification card carried by the Agent. The Customer shall provide the Agent with the Service Request Number as provided at the time of placing the Instruction. The Customer shall be required to hand over the Cancelled Cheque or copy of Acknowledgement Form (as specified by ICICI Bank) at the time of delivery of monies by the Agent to the Customer. The Customer shall ensure that the Agent stamps the cancelled cheque as provided by the Customer. The Customer shall accept the envelope containing monies from the Agent by signing the acknowledgement portion of the envelope. The Customer shall scrutinize the envelope for any signs of tampering. The Customer shall check the monies in front of the Agent. In case of any cut/soiled/mutilated/tampered/defective currency note, Customer shall handover all monies in the envelope back to the Agent and mention the discrepancy on the envelope. In the event the Customer does not undertake the steps as mentioned hereinabove, ICICI Bank shall not be liable in any manner for any dispute arising with relation to such CashPayment.

#### **DD/PO Delivery:**

The Customer shall comply with the process that may be intimated by ICICI Bank to the Customer for the purpose of Agent verification at the time of execution of the Instruction by the Agent in a manner as may be prescribed by ICICI Bank from time to time including but not limited to, verifying the Agent's identity as per the identification card carried by the Agent. The Customer shall provide the Agent with the Service Request Number as provided at the time of placing the Instruction. The Customer shall be required to hand over the Cancelled Cheque/copy of Acknowledgement Form (as specified by ICICI Bank) at the time of delivery of DD/PO by the Agent to the Customer. The Customer shall ensure that the Agent stamps the cancelled cheque as provided by the Customer. The

Customer shall accept the envelope containing DD/PO from the Agent by signing the acknowledgement portion of the envelope. The Customer shall scrutinize the envelope for any signs of tampering. The Customer shall verify the correctness of the DD/PO at the time of delivery. In the event the Customer does not undertake the steps as mentioned hereinabove, ICICI Bank shall not be liable in any manner for any dispute arising with relation to such DD/PO delivery.

### **Instrument Pickup:**

The Customer shall comply with the process that may be intimated by ICICI Bank to the Customer for the purpose of Agent verification at the time of execution of the Instruction by the Agent in a manner as may be prescribed by ICICI Bank from time to time, including but not limited to, verifying the Agent's identity as per the identification card carried by the Agent and the Service Request Number provided by ICICI Bank before handing over the Instruments to the Agent. The Customer shall fill the pay-in-slip provided to the Customer by the Agent completely and accurately as per the details required on the pay-in-slip and hand over the instruments to be deposited into the Account to the Agent. The Customer shall not provide any stale/mutilated/tampered/defective instruments to the Agent. The Agent shall provide the Customer with a duly signed and stamped acknowledgment of the Instruments provided by the Customer to the Agent.

The Customer agrees and confirms that ICICI Bank shall not be held liable for not crediting any such amount of the total value of the stale/mutilated/tampered/defective instruments in the Account of the Customer. The Customer agrees that the Instruments would be credited to the account in the next clearing cycle, depending upon the timings of the concerned local clearing house. The Customer further agrees that the amount would be credited to the Customer account subject to realization of the Instruments.

### **9. Other Operational Terms**

The Customer may request for cancellation/modification of the Instruction provided by the Customer minimum two (2) hours prior to the time intimated by the Customer in the Instruction for availing the Services.

In the event of the Customer placing an Instruction for modifications of an earlier Instruction, the Customer shall be required to first cancel the earlier Instruction and then provide a fresh Instruction for availing the Services.

Any Instruction received by ICICI Bank for the Services to be provided to the Customer on a non working day shall be executed on the next working day. The Services shall not be available to the Customer on ICICI Bank Holidays. The Services shall be available to the Customer between 9:00 am to 5:00 pm on every working day of ICICI Bank. The Customer shall be required to provide the Instruction for availing the Services at a minimum interval of two(2) hours prior to the time requested by the Customer for the Services. The Customer can provide the Instruction for availing the Services only for the same working day of providing the Instruction and/or the next working day.

The Customer hereby authorizes ICICI Bank to charge the Account held with ICICI Bank

with any sum of money that is payable by the Customer, if any, in connection with a transaction carried out by ICICI Bank including bank charges or service charges for such transactions in reliance on an Instruction.

The Customer agrees to comply with such security procedure as may be prescribed by ICICI Bank from time to time for purpose of sending Instructions. The Customer undertakes not to disclose the security procedure to any person. If the Customer is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Customer must notify ICICI Bank immediately.

The Customer hereby authorises that ICICI Bank shall be absolutely entitled to accept and act on the Instruction from the Customer and that any action taken in pursuance of the Instruction shall be valid.

Pursuant to the Customer's Instructions, ICICI Bank may contact the Customer through phone, email, letter or otherwise for processing the Instructions.-

#### **10. Charges/Fees:**

ICICI Bank reserves the right to charge and recover from the Customer fees along with applicable taxes for availing the Services at any time as it may deem fit. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by ICICI Bank and/or withdrawal of the Services without any liability to ICICI Bank. The fees for the services are listed in Annexure II to these Terms. Any amendments to the Terms and /or the fees shall be posted on [icicibank.com](http://icicibank.com) on the Terms and Conditions page by ICICI Bank, from time to time.

#### **11. Change of Terms:**

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits in relation to the Services. ICICI Bank may communicate the amended Terms by hosting the same on [icicibank.com](http://icicibank.com) or in any other manner as decided by ICICI Bank. The Customer shall be responsible for regularly reviewing these Terms, including amendments thereto as may be posted on [icicibank.com](http://icicibank.com) and shall be deemed to have accepted the amended Terms by continuing to use the Services. Any change in the Terms (other than interest charges and rates) shall be communicated to the Customer, in the manner as aforesaid, one month prior to the date of their implementation.

#### **12. Non-Transferability:**

The Services provided to the Customer is not transferable under any circumstance and shall be used only by the Customer. However, ICICI Bank shall have the right to transfer, assign or sell all its rights under this Terms, shall continue to be in force and effect for the benefit of the successors and assigns of ICICI Bank.

#### **13. Termination:**

ICICI Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Customer. ICICI Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. ICICI Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Services.



At anytime, ICICI Bank may give notice to the Customer, in such manner as it may deem fit, including but not limited to, posting the notice on the icicibank.com on the Terms and Conditions page that it shall not accept further Instructions and that notice shall be deemed to be effective against the Customer on receipt of the same.

ICICI Bank may suspend or terminate the Services without prior notice if the Customer has breached these Terms or ICICI Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

#### **14. Governing Law:**

These Terms shall be governed by the laws of India. The parties <sup>2</sup>hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

#### **15. Miscellaneous:**

ICICI Bank reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The Customer will be bound by such revisions/changes unless the Customer terminates the Services.

The Customer shall comply with all such terms and conditions as ICICI Bank may prescribe from time to time for the Services availed of by the Customer. All such transactions effected by or through facilities for conducting remote transactions including the internet, Infinity, world wide web, electronic data interchange, ICICI Bank's Corporate Care (Phone Banking) services, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by ICICI Bank for such facilities/ services, as may be prescribed from time to time.

#### **Annexure I**

Transaction limits under ICICI Bank **Bank@Home** services

<b>Mode of transaction</b>	<b>Amount limits</b>
Cash withdrawal/Cash pick-up through phone banking/branch banking per request	Between Rs. 2,000 to Rs. 2,00,000/-
DD Delivery through phone banking/branch banking per request	Between Rs. 2,000 to Rs. 2,00,000/-

Instrument Pickup	No Limit
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**Annexure II**

Service charges to be levied under ICICI Bank [Bank@Home](#) service

Rs 50 + all applicable taxes would be charged per visit for ICICI Bank Bank@Home Service.
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**Note:**

- i. All service charges wherever applicable will be charged as per Directory of Service Charges, over and above the charges mentioned above