

**Terms and conditions governing the use of the ICICI Bank Bill Pay standing instructions service by an ICICI Bank savings account holder.**

These terms ("Terms") are applicable only to an ICICI Bank Savings Bank account holder.

**Definitions**

**"Account"** shall mean the savings account held by the Customer with ICICI Bank and mentioned in the application form.

**"Customer/s"** shall mean a savings account holder of ICICI Bank

**"Service"** shall mean the bill payment service offered by ICICI Bank to its Customer/s to give standing instruction to the bank to debit their savings account for payment of utility bills presented by such Biller/s as selected by the Customer/s herein.

**"Biller/s"** shall mean the company, organization or entity mentioned in the list of Biller/s attached to this form that sends a bill, statement or invoice, as a request for payment for a product or service rendered to the Customer, which the Customer has agreed to pay by utilizing the Service. The Customer is required to contact ICICI Bank 24-Hour Customer Care Center in order to obtain the updated list of Biller/s associated with ICICI Bank for the purpose of the Service.

**"Billing Cycle"** shall mean the period between two successive bills presented by the Biller to ICICI Bank on the Account of the Customer.

**"Due Date"** refers to the date by which the Biller ought to receive the payment for that particular bill as per the agreement/arrangement between the Biller and the Customer.

**"Payment Amount"** with respect to each Billing Cycle shall mean the amount payable by the Customer to the Biller for the corresponding Billing Cycle as communicated by the Biller to ICICI Bank.

**"Payment Instruction"** shall mean the standing instruction given by the Customer to ICICI Bank for debiting the Account with the Payment Amount for the respective bill/s as raised by the Biller/s from time to time.

**Registration for the Service**

In order to avail of the Service, the Customer has to submit a duly filled application form through the branch / sales channel. At the time of submission of the form by the Customer, the Customer must also submit the requisite Biller/s information as required by ICICI Bank. Pursuant to the submission of the application form, ICICI Bank shall send the information provided by the Customer to the Biller/s in order to authenticate the information with respect to the Biller/s as provided by the Customer. On receipt of confirmation from the Biller regarding the authenticity of the information provided by the Customer, the Customer shall be considered to be enrolled for this Service.

On successful enrollment of the Customer, the same shall be communicated to him/her by way of sms and/or email message. The mobile phone number and/or the email address provided by the Customer in the application form shall be deemed to be the registered mobile/e-mail address as the case may be for the purpose of this Service .

If the Customer is registered on or before the 22nd of a particular calendar month, then the service shall be rendered to such customer only with respect to the bill generated in the succeeding calendar month.

### **Conditions requisite for rendering of the Service**

The Customer warrants that all the information provided by him/her including but not limited to details regarding the Biller/s and reference numbers provided by the Customer at the time of submission of the application is true and correct in all respects. The Customer agrees to indemnify ICICI Bank for any loss or damage incurred by ICICI Bank because of submission of any incorrect, inaccurate, incomplete or untrue information by the Customer in this regard. The Customer shall, as and when such information undergoes any change, communicate such changed information to ICICI Bank.

The Customer shall be communicated of the Payment Amount by way of SMS and/or email message on the mobile phone number and/or the email address as provided by the Customer in the application form, before the Payment Amount is debited from his/her Account.

The Customer shall ensure that there is sufficient balance available in the Account such that the Payment Amount does not exceed the Account balance.

### **Exceptions**

ICICI Bank assumes no responsibility and shall incur no liability if it is unable to effect the Service owing to any one or more of the following circumstances:

- If the Payment Instruction(s) issued by the Customer is/are incomplete, inaccurate, invalid or incorrect
- If the Account has insufficient balance to enable the Bank to debit it to the extent of the Payment Amount.
- If the funds available in the Account are under any encumbrance or charge.
- Due to circumstances beyond the control of ICICI Bank (including but not limited to, fire, flood, earthquakes, natural disasters, strikes, power failures, failure of computer systems or telephone or any other event caused by any unforeseeable event beyond the control of human being).

### **Miscellaneous**

In the event the Customer intends to stop payment with respect to any bill, the Customer should notify the same to ICICI Bank at least 10 business days preceding the Due Date.

ICICI Bank does not in any manner endorse the accuracy and correctness of the Payment Amount. ICICI Bank shall also not be liable for any interest, charges including but not limited to late payment charges or other fees as may be levied by the Biller on the Customer as per the agreement/arrangement between the Biller and the Customer. The Customer shall indemnify and hold ICICI Bank harmless for all and any actions, claims, costs, charges and expenses that may arise out of or as a consequence of ICICI Bank extending the Service to the Customer.

ICICI Bank's liability is restricted to paying the bill as communicated by the Biller by debiting the Account of the Customer with the Payment Amount. All disputes between the Customer and the Biller with respect to matters including but not limited to amount of the bill, the time of generation of the bill, updation of the records of the Biller pursuant to the receipt of the bill amount should be settled between the Biller and the Customer independently without any reference to ICICI Bank. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.