



## General Terms and Conditions Governing Accounts

These General Terms and Conditions Governing Accounts ("**Terms**") of ICICI Bank Limited, Bahrain Branch ("**Bank**") contain the terms and conditions applicable to the establishment and operation of accounts with the Bank which may be opened from time-to-time by the customer(s) with the Bank. The Terms shall be read in conjunction with the relevant account opening form(s) of the Bank, the terms of which are incorporated herein by reference.

### 1. Establishing a Relationship

Applicant(s) desiring to open a Relationship with the Bank need(s) to execute such agreements/ forms and provide and furnish such documents as may be required by the Bank. The documents listed in the application forms are not an exhaustive list of requirements and the Bank reserves the right to require submission of such other documents as may be determined by the Bank on a case to case basis.

The Relationship shall be opened only when the documents submitted to the Bank are complete in all respects to the satisfaction of the Bank. Acceptance of documents by the Bank does not confer any right to the applicant to open the relationship. The applicant or the customer as the case may be, is bound to furnish any further documents or rectification of the documents already submitted to the Bank as and when required by the Bank. The Bank is entitled to hold back or suspend the relationship or part or whole of the services offered / provided or to be offered or provided to the applicant or customer till receipt of the documents or rectification as sought by the Bank.

The Bank will review the documents submitted by you periodically and in any event every 3 years or such other period as may be decided by the Bank. At the end of the review period, you are under an obligation to provide the latest copy of your valid documents (e.g. the Residence Permit, Identity Proof, Address Proof etc.) or updated versions of such documents submitted by you earlier or any other document as may be determined by the Bank from time to time. The Bank reserves the right to freeze your account, upon failure to submit the aforementioned documents.

Please visit our Manama Branch with the relevant documents to reactivate any frozen account.

Each Relationship with a customer is represented by a Customer Identification No. ("**Cust ID**"). For e.g. a

Relationship in single name is different from a Relationship in joint names. Each combination of

Relationship is distinct and unique and hence is identified by a separate Cust ID.

### 2. Operating Accounts

Relationships can be opened in the names of:

- a) An individual in his/ her own name;
- b) A minor (person less than 21 years of age) under guardianship;
- c) Two persons in their joint names. More than two persons may be permitted to open account(s) in their joint names at the discretion of the Bank;

A company, partnership firm, trust, association or other entity (registered or constituted inside Bahrain) as may be permitted by the Bank in their respective names. The Bank may permit fiduciary accounts in the name of a trust, firm of solicitors or accountants or such other intermediaries as may be determined by the Bank subject to satisfaction of the 'Know Your Customer' ("**KYC**") and Anti- Money Laundering requirements.

All the accounts under a relationship (Cust ID) will be compulsorily operated as per mode of operation as specified in the account opening form.

In case of joint accounts, any change in operational instructions/ signing conditions or any other information with regard to the application form is to be given by all the joint account holders irrespective of mode of operation.

Each of the Individuals constituting the customer hereby authorizes and empowers the other to endorse for deposit and deposit or withdraw with the Bank any or all cheques, notes or other instruments for the payment of money, payable and purporting to belong to both/all of them. Should any such instruments be received by the Bank without having been so endorsed, then the Bank is hereby authorized to endorse any such instrument on behalf of the customer and to credit the same to the account.

Any overdraft or other obligations incurred on the account or otherwise shall be the joint and several liabilities of each and every individual constituting the customer.

Accounts in the names of a company, partnership firm, trust, association or other entity shall be operated by the authorised signatory (ies) of the respective entities as specified in the application form/resolution submitted by such entity at the time of opening the account. Changes to authorised signatories of such entities shall be recognized only upon due submission of the requisite authorisations/ resolutions approving such changes to the satisfaction of the Bank.

The Bank may send through courier or post from time to time to the mailing address furnished by the customer, statements of account, balance confirmation certificates, and/or such other items relevant to the account. Hence, it is incumbent upon the customer to inform the Bank of any changes in mailing address immediately. The Bank will not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of the customer not informing the Bank of its change in mailing address.

The Cust ID is common for all accounts opened in the same name and capacity, in addition to unique account number



for each account. Cust ID, once allotted, needs to be quoted when opening any further accounts in the same name and capacity. The Cust ID and account number is to be quoted in pay-in-slips issued by the customer and in all correspondence.

The customer (or guardian, in case of minor accounts or the trustee in case of trust accounts or the relevant intermediary in case of any other fiduciary account or the authorised signatories in case of corporate accounts) is expected to examine the entries in any statement of account or balance confirmation certificate that may be sent to it by the Bank and within 14 days of receipt of the same, to draw the attention of the Bank to any errors or omissions that might be discovered. If no such notification is received by the Bank after the expiration of the said 14day period, the details and information contained in such statement of account or balance confirmation certificate shall be conclusive evidence of the correctness of the contents and entries therein against the customer or any person claiming under or through the customer without the requirement for any further proof. The Bank does not accept any responsibility for any loss arising out of failure on the part of the customer to examine the entries in the statements and report, within the fourteen-day period stated above, any errors or omissions to the Bank.

A minimum deposit may be prescribed for opening any account under a relationship. A minimum average balance during a month may also be required to be maintained in accounts. Failure to maintain the prescribed average minimum balance will attract additional service charges as may be stipulated by the Bank from time to time.

The Bank shall not be responsible for any unauthorised interception of e-mail or any other communication through whatever mode to or from ICICI Bank.

### **3. Conduct of Account**

Operations in the account shall be permitted only after the activation of the account and the customer who has opened an account with the Bank should get a confirmation from the Bank as to the activation of the account. An account shall not be activated unless all procedural formalities in this regard are completed. The Bank shall not be responsible or liable for any consequences or losses suffered to the customer on account of any operation or attempted operation of the account prior to the activation of the account.

Transactions are entertained normally during banking hours at the Bank.

If any payment instruction is required to be dishonoured for insufficient balance in the account or for being in excess of arrangements, a penalty/charge will be levied. Similarly, if any cheque or other instrument deposited by the customer is returned unpaid, a service charge will be imposed.

No overdrawing is permissible in accounts unless an overdraft facility has been specifically sanctioned by the Bank.

Standing instructions are subject to service charges stipulated by the Bank from time to time. Bank has authority to debit the accounts to recover any amount credited erroneously

### **4. Collection Facility**

Cheques, drafts, bills, dividend / interest warrants and other instruments issued in favour of customers may be accepted for collection to their account subject to service charges. The Bank shall not accept A/C payee cheques of nonaccount holders for collection. Collection services may be provided by availing of similar services of other banks. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit or by such other banks. The Bank does not accept or share any responsibility for realisation of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. Withdrawals against such instruments are permissible only on realisation by the Bank. The Bank shall not accept for collection any cheques made out to a payee who is not the customer, and marked "A/c Payee" or words to similar effect.

The Bank has the authority to debit the accounts to recover any amount credited erroneously.

Local cheques, etc., may be required to be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. The clearing of cheques and withdrawals against cleared cheques will be normally permitted only against cleared balances as per the Bank's prevailing practices.

### **5. Closure of Relationship or Account and Service Charges**

The Bank reserves the right to terminate the Relationship or close the account(s) at any time and for any reason after at least 15 days' prior notice to the customer at its last known address without assigning any reasons thereof and without any liability.

However, the Bank reserves the right not to give any such notice where in the opinion of the Bank there exist certain exceptional circumstances which necessitate closure of account (e.g. where the account is used for criminal, terrorist or anti money laundering activities or where the account is required to be terminated to comply with the regulatory/statutory requirements etc.).

The Bank may discharge its entire liability with respect to an account which it closes by deducting a service charge as may be imposed by the Bank from time to time and mailing to the customer's last known address a draft or cheque in the currency (ies) of the account without recourse to the Bank as drawer, payable to the customer's order in the amount of the then credit balance in the account.

The Bank further reserves the right to close or freeze the account(s), after due notice to the customers for reasons which may include, but are not limited to, the following:

a) In case any of the documents furnished towards Identity and address proof are found to be fake / forged / defective;



- b) In case fraudulent / forged / fake bank drafts or any such instruments are attempted to be cleared / cleared through the account;
- c) In case of frequent returns of inward / outward cheques in the account;
- d) In case a debit balance for reasons, including but not limited to, non-repayment in case of facilities offered by the Bank, where repayment is to be made through customer's account; reversal of wrong credit, etc., is allowed to continue for more than 90 days in the account;
- e) Improper conduct of the account in terms of volume / type of transactions;
- f) For unsatisfactory conduct of the account.

The customers shall be solely liable for return of cheques/ dishonouring of any instruments consequent to such closure and all costs / charges arising out of such closure / freezing of the account(s). Upon closure of the account(s) for any of the reasons specified above or otherwise, the customer shall take steps to collect the balance amount in the account, if any, and till such time the customer collects such amounts, the Bank reserves the right to keep such amounts in a special office account without any interest being payable on the same.

#### **6. In event of Demise of a Customer and Deceased Claims**

In accordance with the guidelines issued by the Central Bank of Bahrain, in the event of demise of a customer who holds a single/joint account with the Bank, the Bank will freeze the accounts of that customer upon receipt of the information regarding the death of any of the applicants to the account the Bank shall stop all drawings from the account until the legal successors of the deceased appoint their representative in accordance with the Order (as defined below). In the event of the death of any of the individuals constituting the account holder in case of a joint account, the surviving individual(s) shall notify the Bank of the death of the deceased individual within 10 days from the date thereof.

Such information can be received mostly in the following manner:

- a) Any person can approach the Bank with an information about the death: The Bank will ask for a death certificate. But in case the death certificate is not provided, a written information to be obtained, along with copy of the CPR of the person providing the information.
- b) An information is received through any other source – News Paper, Television/media reports etc.
- c) Claimant approaches the Bank with a death certificate and a court order issued by the Ministry of Justice.
- d) Central Bank of Bahrain (CBB) or a local Court or authority in Bahrain informs the Bank about the death of a customer.

The Bank shall not be under any obligation to release monies standing to the credit of a deceased account holder's account, save on production of the following documents:

- a) Valid death certificate of the relevant customer issued by a government authority.

- b) A duly certified and translated copy of an order or judgment, etc. issued by the Ministry of Justice in the Kingdom of Bahrain (the "Order") in this regard. The Order must (a) certify the demise of the account holder; (b) name the exclusive legal successors of the deceased account holder; (c) confirm that the person(s) seeking withdrawal of the monies are entitled to do so; and (d) if applicable, state the manner and proportion in which such monies may be divided amongst the legal successors. In case, the Order allows a certain individual to act collectively on behalf of the certified legal successors, then the Order must also record the consent of all the legal successors named therein that such an individual may act on their collective behalf.
- c) The duly filled and signed application Form can be obtained from Bahrain Branch, requesting for settlement of accounts and stating that there are no pending instructions (Pending instructions are those which have been issued by the deceased prior to their demise and are yet to be executed by the Bank), signed by all the claimants.
- d) Identity documents - CPR along with Passport or Driving License of the claimant(s) named in the Order. A copy of all such documents are to be provided to the Bank.

Once all the required documents are received, the Bank will initiate the settlement process.

In case the Order is for multiple beneficiaries and the claimant wants the funds / monies to be settled in the name of single beneficiary, such requests will be declined and the Bank will settle the deceased claim as per the Order.

If any debit instructions are received for any of the accounts under the relationship, the Bank or any branch of ICICI Bank Limited shall check whether the instructions were issued before the date of demise (as per the Death Certificate / Public Notice) or after the date of demise. Branch will reserve the right to decline such instructions in absence of satisfactory evidence.

Any instruction issued / received on or after the date of the death will be rejected. The disposition of any credit balance, security or property available under the account, and provided that they are unencumbered, shall be governed by and carried out in accordance with the Order after recovering any outstanding loan/overdraft amount(s). In case of joint account, the surviving holder/s is/are under an obligation to clear the outstanding amount(s) as and when specified by the Bank.

In cases where an inheritor is a minor, the disposition of the credit amount will be done as per the instruction(s) specified in the Order, provided that the Order specifically refers to their inheritance.

The treatment of credits received for the account which is frozen in event of death notification will be at the Bank or any of ICICI Bank Limited branch's discretion.

The Bank may decline any withdrawal from an account (whether sole or joint) where the customer has died till the Bank has received satisfactory evidence as to payment of estate duty costs, fees, duties taxes (as applicable) and such other matters as it may reasonably require, unless otherwise specified in the Order.



Premature closure charges in case of deposits shall be waived for deceased cases settlement. However, the currency conversion charges, or any out-of-pocket expenses as applicable when the settlement amount is remitted to the executor / claimant/ administrator's account, shall be borne (deducted out of settlement amount) by the claimant/ executor / administrator.

## **7. Banker's Lien and Right of Set Off**

The Bank shall have the right of lien, irrespective of any other lien or charge, present as well as future on all the deposits held/ balances lying in any all the accounts of the customer, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the customer or as a result of any other facilities that may be granted by the Bank to the customers. The Bank is entitled without any notice to the customer to settle any indebtedness whatsoever owed by the customer to the Bank, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the customer to the Bank hereunder or under any other document/ agreement, by adjusting any deposit(s) or transferring monies lying to the balance of any account(s) held by the customer with the Bank, notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Bank's rights hereunder shall not be affected by the customer's bankruptcy, death or winding up.

Further, the Bank is also entitled without notice to the customer to sell any of the customer's securities or properties held by the Bank on deposit or otherwise by way of public or private sale without any judicial proceeding whatsoever and retain from the proceeds derived therefrom the total amounts outstanding to the Bank from the customer, including costs and expenses in connection with such sale.

In addition to the Bank's rights of set-off, combination and consolidation of the customer's account(s), lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the customer authorises the Bank to apply (without prior notice to the customer) any credit balance (whether or not then due) to which the customer is at any time beneficially entitled (whether singly or jointly) on any account, in the customer's name or jointly with any other person or persons, with any branch or office of ICICI Bank Limited (whether in Bahrain or elsewhere) towards the satisfaction of any or all of the customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the customer's account(s) or under the terms of any other facilities that may be granted by the Bank to the customers. For this purpose, the Bank is authorised to use all or part of such credit balance to purchase (at prevailing exchange rates quoted by the Bank) other currencies as may be necessary to effect the application, provided always that the Bank shall not be under any liability to the customer whatsoever in respect of any loss arising from any conversion of any amount from one currency to another or fluctuations in the rate of

exchange for which any currency is for this purpose converted into any other currency.

In respect of a joint account, the Bank shall be entitled to set off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint account.

The Bank shall not be under any obligation to exercise any of its rights under this Clause.

The abovementioned rights of the Bank are without prejudice to the obligations of the customer to pay to the Bank when due all its indebtedness and without prejudice to any other rights that the Bank may have against the customer for recovery of outstandings from customer to the Bank.

The Bank shall be entitled to withhold payments out of the customer's account or dishonour the customer's instructions in case any amounts outstanding from the customer to the Bank are not paid when due.

## **8. Electronic Instructions**

The Bank does not normally act on fax and other electronic instructions from its customers. However, the customer may authorise the Bank to execute their instructions by email, fax and/or other electronic means of communications upon specifically indemnifying the Bank for carrying out fax and/or other electronic instructions in a form and manner acceptable to the Bank. Even with such indemnity, the Bank reserves the right not to act on any fax or electronic instructions in its sole discretion. In any case relationship and account opening documents, KYC documents and address change instructions given by fax or other electronic form must be mailed in original hard copy to the Bank by the customer on the same day of receipt by the Bank of such fax or other electronic instruction. The Bank may, in its sole discretion, insist for submission of documents in original and in physical form for customers' instructions on a case to case basis.

## **9. Indemnity and Default Interest**

The Bank shall not be liable for any failure to perform any obligation contained in the Terms or for any loss or damage whatsoever suffered or incurred by the customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstance whatsoever.

The customer shall indemnify the Bank as collecting banker for any loss or damage the Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by the Bank shall be deemed to have been given in every case at the customer's express request.

In the event that the Bank agrees, at its sole discretion, to collect/ purchase/ negotiate/ discount cheques (including without limitation any USD cheque or cheques drawn on American banks or other financial institutions in the United States of America ("USA")) drafts, bills, dividend / interest



warrants and other instruments issued in favour of the customer ("**Instruments**"), in consideration of the Bank agreeing as aforesaid and/or crediting or agreeing to credit the proceeds thereof to the customer's account or any account and/or purchasing, discounting, negotiating or agreeing to purchase discount or negotiate Instruments from the customer, the customer will indemnify the Bank against all moneys, liabilities, losses, costs, damages, demands, proceedings, claims and expenses of whatsoever nature (whether actual or contingent) including legal costs on a full indemnity basis paid incurred or suffered by the Bank under or arising from or in connection with the Instruments or the enforcement of the rights herein, whether or not the same results from the commission of any breach of contract or duty on the customer's part or the part of any party to the Instruments and whether or not the Bank shall have any legal right to claim or have availed itself of the Bank's legal remedies against the customer or any party to the Instruments and notwithstanding that the Bank may have received the proceeds of the relevant Instrument whether on collection or otherwise or paid the proceeds thereof to the customer or that the customer has altered the customer's position after receipt of the proceeds thereof.

The customer shall keep the Bank indemnified at all times against, and save the Bank harmless from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs) which may be brought against or suffered or incurred by the Bank in resolving any dispute relating to the customer's account with the Bank or in enforcing the Bank's rights under or in connection with the terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

If any sum due and payable by the customer is not paid on the due date, including without limitation any moneys claimed under this Clause 9, the customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as the Bank may from time to time stipulate from the date payment is due up to the date of payment.

The customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her/its relationship with the Bank and shall indemnify and keep indemnified the Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by the Bank in connection with any failure to comply with any such applicable laws/ regulations.

The indemnities as aforesaid shall continue notwithstanding the termination of the account.

#### **10. No Encumbrances**

The customer shall not permit any encumbrance or third party interest over or against any account(s) without the Bank's express prior written consent.

#### **11. Declaration**

The products and services of the Bank entail only a relationship between the customer and the Bank in Bahrain and not with any other office or branch of ICICI Bank Limited. The customers hereby waive any right of action against any of the other offices or branches of ICICI Bank Limited. The other offices of ICICI Bank Limited shall not in any manner be liable for any delays, losses, damages, claims or expenses of whatsoever nature arising in relation to any customer's relationship with the Bank. The customers further waive any claims or actions that the customers may have in any jurisdiction outside Bahrain. With specific reference to customers in the United Arab Emirates, the customers hereby agree and confirm that ICICI Bank Representative Office, Dubai, UAE is only a marketing office and shall not be liable or responsible for any delays, losses, damages, claims or expenses of whatsoever nature and the customers have no right of action against ICICI Bank Representative Office, Dubai, UAE and the customers expressly waive any claims or actions in the United Arab Emirates.

The customers who are residents of the USA hereby acknowledge that they are subject to the laws applicable for the time being in the USA and undertake to make such filings and reportings as are required under the applicable laws of USA or other relevant jurisdiction in relation to the deposit accounts with the Bank and/or any of the Indian or offshore branches of ICICI Bank Limited, including, if required, the Report of Foreign Bank and Financial Accounts to be submitted to the US Department of Treasury. The customers confirm that the disclosure to the authorities of any applicable jurisdiction, if required by any applicable law or order, of any information pertaining to their relationship with the Bank and/or the other branches of ICICI Bank Limited, would not constitute a violation of any applicable banking secrecy laws or practices and expressly release the Bank and the other branches of ICICI Bank Limited from any liability arising from such disclosure.

The non-resident Indian customers who are residents of Bahrain hereby declare and confirm that they are Non Resident Indians as defined in the Foreign Exchange Management Act (Deposits) Regulations, 2000 of India. The corporate customers (banks and financial institutions) who are resident in Bahrain hereby declare and confirm that they are licensed by the Central Bank of Bahrain.

#### **12. Account Dormancy**

The Bank may classify accounts of the following types as inactive for reasons mentioned hereinbelow:

- a) Call and Current accounts: These shall be classified as dormant if there are no customer-induced transactions in these accounts for a period of 12 months.
- b) Savings accounts of any type: These shall be classified as dormant if there are no customer-induced transactions (debit or credit) for a period of 24 months.



c) Fixed deposit accounts: These shall be classified as dormant if there are no claims or renewal requests for a period of 6 months from the maturity date of the deposits.

Customer-induced transactions shall mean any credit or debit transactions done by the customer in the account through the following modes:

- a) Withdrawals using cash withdrawal slips
- b) Cash or Cheque Deposit
- c) Withdrawal through ATM/POS
- d) Transaction through Internet
- e) Application made by the customer in relation to standing instruction, Money 2 India, or any other customer instruction through a letter etc.
- f) Clearing of Inward / Outward Bill

The Bank may in its sole discretion deny services and / or transactions in the account of a customer, which has been classified as dormant.

A dormant account will be closed within six months from the date the account becomes dormant and its balance become zero.

To activate dormant account please visit our Manama Branch with your Central Population Register Identity document (CPR ID) or valid identity and address proof.

### **13. Outward Remittances and International Trade Related Transactions**

While undertaking international transactions (trade or remittance), the Bank:

- a) Shall be bound by the laws, rules, regulations, notifications, directions or orders of the Kingdom of Bahrain as applicable from time to time, including but not limited to the primary legislation (Amiri Decree Law 4 of 2001 with respect to the Prevention and Prohibition of Laundering of Money) relevant to AML/CFT and the rules and regulations issued by the Central Bank of Bahrain as part of the Financial Crimes module, which is updated from time to time.
- b) Shall be deploying services of correspondent banks who are bound and guided by the statutes, rules, regulations, notifications, directions and guidelines applicable to their respective jurisdictions;
- c) Accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of Bahrain;
- d) Will not be liable for any direct, indirect or consequential loss/ liability that arises on account of any action or inaction on the part of the correspondent bank and/or from circumstances beyond the control of the Bank
- e) Shall have the discretion to return or refuse to accept all or any part of a deposit or credit to an account or process a transaction, at any time and will not be liable for doing so or any consequences therefrom.

### **14. OFAC and other Sanctions**

Neither the customer nor any other person benefiting in any capacity in connection with or from the account(s) or these Terms and/or any instruments and/or payments thereunder is a Specially Designated National or otherwise sanctioned under the sanctions promulgated by the Office of Foreign Assets Control of the US Department of Treasury (OFAC), India, United States, United Nations, European Union or any similar restriction by any authority, agency or body having similar powers (collectively, the "**Sanctions**").

The Bank may choose not to, or may be unable to, proceed with any transaction and/or instructions if, in the Bank's sole discretion, they (or any intermediary through which any payment may be made) are or maybe subject to, or may attract in future, any Sanctions or restrictions and any amount remitted or to be remitted (if any) by the Bank may not be made available to the intended recipient if such person or entity is subject to any Sanctions or restrictions.

The Bank will not be responsible for any losses or liabilities which arise as a result of or in connection with any Sanctions or restrictions, including, without limitation, any act or refusal to act by the Bank as a consequence of any Sanctions or restrictions, and any action or omission of any correspondent or other intermediary bank and/or any delay in the realisation of cheques deposited. Deposits shall only be made if accompanied by proper supporting documents as required by the Bank, and the Bank shall have such rights as have been specified in these Terms.

### **15. Outsourcing**

The Bank shall have the right to outsource or sub-contract any part of the banking operations to such third party (including but not limited to any party outside Bahrain on such terms as the Bank deem fit in its sole discretion. Such operations shall include but not be limited to, creation, maintenance and archiving of documents and records.

### **16. Grievance Redressal Policy**

It is ICICI Bank's policy to ensure that:

- a) All customers are treated fairly at all times.
- b) All complaints, critical requests and issues raised by customers are dealt with courtesy and resolved on time.
- c) Customers are made completely aware of their rights so that they can opt for alternative remedies if they are not fully satisfied with our response or resolution to their complaint.

### **For Private Banking Customers:**

The Bank's Grievance Redressal Policy for Private Banking customers will be available to customers on request and is available on the Bank's website <http://www.icicibankprivatebanking.com> > About us section > Grievance redressal.

At ICICI Bank, we strive to deliver a convenient and hasslefree customer service experience in keeping with our 'Khayaal Apka' philosophy. If you have a grievance, please



follow the below process to facilitate resolution of the issues faced by our Private Banking customers.

Step One: In case your expectations are not met by any of the products/services, we request you to approach your Relationship Manager (RM) immediately for required clarifications/solutions.

Step Two: In the unlikely event that you are dissatisfied with the clarifications/ solutions provided by your Relationship Manager or you have not received it, you may write to us at [headprivatebanking@icicibank.com](mailto:headprivatebanking@icicibank.com).

Step Three: You are unsatisfied with the response given by the Bank. In this unlikely event, you may write to the respective Regulator/Banking Ombudsman.

For further details please refer to the detailed policy provided on the above link. A copy of this policy is also provided separately along with this form for your reference.

#### **For Retail Banking Customers:**

The Bank's Grievance Redressal Policy applicable for other customers will be available to customers on request and is available on the Bank's website [http://www.icicibankbahrain.com/bh\\_complaints.htm](http://www.icicibankbahrain.com/bh_complaints.htm).

A. Multi-channel customer service strategy: The Bank's customer service strategy is to enable customers to avail of services through multiple channels. The various channels available to customers for redressal of issues are as follows:

Private Banking customers can write to their Relationship Manager in case of any concern. In case the concerns are not acknowledged, they can write to [headprivatebanking@icicibank.com](mailto:headprivatebanking@icicibank.com) with details of their grievance.

Retail banking customers can contact on following touch points:

I. Customer care: Customers can contact our Customer Care officers at +973-17576161 over the phone for redressal of issues.

II. Branch: Customers may send an e-mail to [bahraincomplaints@icicibank.com](mailto:bahraincomplaints@icicibank.com) or send a letter to P.O. Box 1494, Manama, Bahrain.

III. E-mails & letters: Customers may send an e-mail/ letter to the mail ids/addresses displayed in the posters at the Bank and on the Bank's website.

IV. Complaint Officer: If the customer's issue is not resolved even after contacting various complaint resolution channels, he/she can write to the Complaint Officer at:

The Complaint Officer,

ICICI Bank Limited, Bahrain Branch,  
Manama Centre, Manama,  
Kingdom of Bahrain

Or send e-mail addressing the same to Compliant Officer at: [bahraincomplaints@icicibank.com](mailto:bahraincomplaints@icicibank.com).

A detailed escalation matrix is available online at [http://www.icicibankbahrain.com/bh\\_complaints.htm](http://www.icicibankbahrain.com/bh_complaints.htm)

B. Time frame for response: The Bank will respond to a complaint within 4 weeks of acknowledging the complaint.

I. On receipt of customer complaints by any channel, the Bank acknowledges in writing to the customer within 5 working days of receipt of the same.  
II. Customer Complaint Officer Bahrain will respond suitably to the customer within 4 weeks post acknowledgment in writing explaining our position and how we propose to deal with the complaint of the customer.

C. Escalation to regulator: If the customer is not happy with the solution provided by the Bank and/or the manner in which the Bank handled the complaint, the customer can escalate the complaint to the Central Bank of Bahrain. The details of Central Bank of Bahrain are available at the Bank and on the Bank's website.

#### **17. Disclosure**

The customer hereby irrevocably authorises and consents to the Bank to disclose, as and when the Bank is required to do so by applicable law or when the Bank regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any account of the customer with the Bank or any branch or subsidiary of ICICI Bank Limited whether singly or jointly with others or otherwise), any information relating to the customer, its account(s) or other assets held on the customer's behalf to:-

A. its head office, affiliates or any other branches or subsidiaries of ICICI Bank Limited;

B. its auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank; C. vendors, installers, maintainers or servicers of the Bank's computer systems;

D. any exchange, market, Courts, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch or subsidiary of ICICI Bank Limited or over any transactions effected by the customer or for the customer's account;

E. any party entitled to make such demand or request; F. any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms; G. any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the customer's account(s) or in connection with the operation of the Bank's business; H. any person employed with, or engaged as an agent by, the



Bank or its head office or affiliates, including any relationship officers, whether in Bahrain or elsewhere, for the purposes of or in connection with interactions with the customers or providing services to the customers or processing transactions pertaining to the customers' accounts; and

I. to enable the Bank to centralize or outsource its data processing and other administrative operations) to the Bank's head office, its affiliates or third parties engaged by the Bank (whether within or outside Bahrain) for any such services/operations.

Any customer with an account with any branch of ICICI Bank Limited located outside Bahrain hereby agrees to provide on a voluntary basis all his/her/its personal and account information and records to the Bank which, together with any information generated or received by the Bank, may be:

- a) collected and kept by the Bank (including any agent or subcontractor appointed by the Bank) in any country (as the Bank may consider appropriate) for the purposes of the Bank maintaining its relationship with the customer and offering or providing services on accounts or investments made with or through the Bank or other future services or products;
- b) used by the Bank to carry out matching procedures whether or not for the purpose of taking adverse action against the customer(s) or maintain a credit history (whether or not the relationship with the Bank is terminated) for the Bank's present or future reference.

The customer hereby agrees and consents that the Bank shall be entitled, in connection with the customer's application for any account, facilities or services provided by the Bank, or during the course of the customer's relationship with the Bank, to obtain and procure information pertaining to the customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to the Bank.

### **18. Safe Keep of Passwords**

The customer shall be solely responsible for the safekeeping and the confidentiality of the statements of account, balance confirmation certificate, user id and passwords relating to internet banking (if applicable) and such other items relevant or pertaining to the account.

### **19. General Provisions**

The Terms as amended from time to time as aforesaid together with other rules of the Bank pertaining to specific products shall constitute a binding contract between the customer and the Bank and the customer represents and warrants that these Terms will be legal, valid, binding on and enforceable against the customer, his/her/its executors, administrators, successors and/or other legal representatives.

All credit balances in the name of or held for the account of the customer with the Bahrain branch of ICICI Bank Limited shall be repayable and collectible only at the Bahrain branch of ICICI Bank Limited. Neither the head office of the Bank nor any other office, branch or affiliate of ICICI Bank Limited

shall in any event assume liability for repayment of monies or deposits placed with the Bank and the customer shall have no claim or action outside Bahrain against such persons. The customer shall have no right of recourse or setoff against the assets of ICICI Bank Limited or any of its branches outside of Bahrain and all such claims, actions and rights of recourse or setoff shall be waived.

The Bank has been granted a Conventional Retail Banking license by the Central Bank of Bahrain (CBB). The CBB has granted license to the Bank for establishing a Retail Banking Unit (RBU) with a permission to provide banking services to all nationalities in the Kingdom of Bahrain. As a RBU, the Bank is expected deal with residents only to the extent permitted by CBB. As part of the retail banking services the Bank is permitted to offer banking services to individuals of all national's resident in Bahrain. The Bank is now part of the clearing system of Bahrain and is subject to the terms on which the Bank has been admitted as a member of the local clearing system. For more information about the Bank, you may approach any branch or office of ICICI Bank Limited.

Neither the Bank nor any of its agents, employees or servants shall be responsible or liable in any way for any direct or consequential loss suffered by the customer, its agents, employees or servants in any of the following situations: -

- a) as a result of taking or omitting to take any action pursuant to any orders or instructions given or purported to be given by the customer or its duly authorised representative(s) or any person whom the Bank believes to be the customer or its duly authorised representative(s), save in the case of wilful default or gross negligence;
- b) in respect of the authenticity, regularity, validity or value of any documents handled by the Bank on the customer's behalf or the correctness of any translation or the interpretation of any terms appearing in any such documents;
- c) for any failure to take, or delay in taking, any action required to be taken hereunder in the event that and to the extent that the taking of such action is prevented or delayed by war (whether declared or not and including existing wars), revolution, insurrection, fire, explosion, stoppage of labour, strikes or other disputes with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatsoever beyond the Bank's control;
- d) for any loss or damage sustained by the customer resulting directly or indirectly from its reliance on any statement of account or balance confirmation certificate which the customer has, or is deemed to have, verified to be accurate pursuant to these Terms;
- e) if, for any reason beyond the Bank's control, the operation of the customer's account or the Bank's ability to account to the customer for any monies in the customer's account is restricted or otherwise affected;
- f) if the value of the funds credited to the customer's account shall diminish due to taxes, deductions, withholdings, imposts or depreciation; and
- g) if the customer is unable to obtain payment of funds from its account(s) due to restrictions on convertibility, involuntary transfers, foreign exchange



controls, restraints of any character, or any other causes whatsoever which are beyond the Bank's control whether arising in Bahrain or in any place in which the Bank has deposited such funds.

The customer undertakes and agrees to indemnify the Bank on a full indemnity basis against all present and future stamp duties, taxes (but excluding taxation on the Bank's profits), levies, losses (direct or consequential), costs, charges, expenses (including legal fees on a full indemnity basis) and other liabilities incurred by the Bank as a result of or in connection with the execution, delivery, registration, performance or enforcement of the Terms or losses and/or damages which the Bank may incur in giving effect to the customer's instructions, including but not limited to losses, damages, costs, expenses and/or charges arising from:-

- a) the operation of the customer's account(s) or the provision of services hereunder;
- b) any breach of trust or other fiduciary obligation binding on the customer;
- c) acting on instructions or orders purportedly given by the customer or of person or persons who purports to have been authorised by the customer;
- d) acting or not acting on the basis of any information or instructions given by the customer where, in either case, the Bank believes in good faith the information or instructions to be given in breach of any duty imposed on the customer or in excess of powers vested in the customer; and
- e) exercising the Bank's rights of setoff, combination, consolidation, lien or any other right.

These indemnities constitute a separate and independent obligation from the other obligations contained in the Terms, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Bank and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Terms, any judgment or order. No proof or evidence of any actual loss may be required.

The invalidity, illegality and enforceability of any of the provisions of the Terms shall not prejudice or affect in any way the validity, legality or enforceability of the remaining provisions of the Terms. Any provision of the Terms that is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remaining provisions of the Terms in such or any other jurisdiction

If any provision in the Terms shall conflict or become inconsistent with any applicable laws or regulations for the time being in force or the rules of any relevant authority or body having jurisdiction over the subject matter of the Terms or its application, then for such purposes (but not further or otherwise) the Terms shall be construed as if such provision shall have been modified in such manner as the Bank may in its discretion deem necessary for the purpose of giving the fullest possible legal effect to the Terms.

No failure or delay on the part of the Bank in exercising any right, power or privilege under the Terms shall operate as a waiver thereof or of any other right, power or privilege of the Bank, nor shall any single or partial exercise of any right, power or privilege of the Bank preclude any other or further exercise hereof or the exercise of any other right, power or privilege of the Bank.

In the event of war, revolution, insurrection, military disturbances, riot, civil commotion or other similar action, strike, lockout, stoppage or restraint of labour, seizure or confiscation of currency or other assets or other governmental action, any imposition of currency exchange control by any government, any act of God, any event outside the control of the Bank, or any implementation of any laws, by-laws, restrictions, regulations, orders or directives imposed by any authority, regulatory body or government, whether or not having the force of law, which in the Bank's opinion hinders or prevents the performance by the Bank of its obligations under the Agreement (whether of delivery or payment or otherwise) or any Contract (an "event of force majeure"), then the Bank may elect either (i) to postpone its performance until the event of force majeure no longer has such effect or (ii) terminate the Terms by giving 30 days' notice to the customer.

The customer may not assign any of its rights or transfer any of its obligations hereunder. The Bank shall be entitled to assign all or part of its rights and/or transfer all or part of its obligations hereunder to such party as it may deem fit without further reference to the customer.

Unless otherwise agreed, any notice or other communication (other than statements of account and balance confirmation certificates) to the customer may be delivered to the customer personally or sent by post, telex or fax at the address, telex or fax number given in the relevant account opening form of the Bank signed by the customer or as last notified in writing to the Bank and shall be deemed to have been received by the customer two (2) days after dispatch if sent by post to an address in Bahrain, or seven (7) days after dispatch if sent by post to an address outside Bahrain, or immediately upon completion of transmission if sent by fax or telex and immediately upon delivery if delivered personally.

The customer shall notify the Bank immediately of any change of address or other information previously provided to the Bank by the customer and deliver to the Bank the relevant documents detailing such changes.

Any writ, summons or other process may be served on the customer by mailing the same to the customer in accordance with the above and shall be deemed to be good service on the customer. The foregoing shall not however preclude the Bank from effecting service of process in any other manner permitted by law.

The Bank reserves to itself the right to alter, delete or add to any of the Terms at any time in its discretion and such alterations, deletions or additions shall be deemed to be effective and binding on the customer 30 days after the Bank's notice thereof to the customer.



The Terms shall be governed by, and construed in accordance with Bahrain law. The customer hereby irrevocably submits to the non-exclusive jurisdiction of the Bahrain courts in connection with any action or proceeding that may arise out of or in connection with the Terms. Such submission shall not prejudice the Bank's right to commence action against the customer in any other court of competent jurisdiction.

Customer Copy