

Terms and Conditions - Wire Transfer

These terms and conditions govern and regulate the telegraphic transfer request placed by remitter ("Remitter") with ICICI Bank Limited, Hong Kong Branch (the "Bank") These terms and conditions shall be read together with and in conjunction with the General Terms and Conditions Governing Accounts and Secured Facilities ("GTC"), available at www.icicibank.hk. In the event of any inconsistency between the GTC and these terms and conditions, these terms and conditions shall prevail.

1. The Bank is at liberty to send the telegraphic transfer through its correspondents or agents either literally, in explicit language or in code or in cipher entirely at the Remitter's risk. The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or specials, indirect or consequential loss or damages.
2. The Bank may, under circumstances determined by the Bank, require from the Remitter or any one of the authorized signatories or authorized persona of the Remitter, confirmation of the application by means of telephone before acting on the same. The Bank may refuse to act on the application in the absence of such confirmation (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant application), without responsibility or liability on the Bank for any such refusal or delay in acting as a result.
3. Subject to Condition (2), in the absence of specific instructions, the telegraphic transfer will be effected in the currency of the country in which payment is to be made.
4. Bank shall not be responsible on account of delay, loss or damage if it is not immediately notified of the change in personal details of Remitter.
5. The Bank may take customary steps for the remittance according to these Terms and Conditions. In so doing, Bank shall be free on behalf of the Remitter to remit or procure the remitting of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any correspondent, sub-agent or other agency but in no case will Bank or any of its correspondents or agents be liable for mutilation, interruptions, omissions, errors or delays occurring in the electronic transmission, wire, cable or mails, or on the part of any postal authority, telegraph, cable or wireless company, or any employee of such authority or through any other cause.
6. All charges/commission outside Hong Kong are for the beneficiary's account unless specified. If so specified by my/our account, such charges/-commission shall be in accordance with the Bank's prevailing charge tariff schedule.
7. The Bank reserves the right to send this telegraphic transfer from a different place other than the one specified by the remitter if operational circumstances so require.
8. The Remitter shall ensure the complete beneficiary information (including but not limited to the detail of the intermediary bank, beneficiary bank, and beneficiary's name and account number) provided is complete, accurate and valid. The Bank shall not be liable for any losses, damages, or claims that may arise as a result of any rejection, return or any delay due to incomplete, inaccurate or invalid information provided by the remitter and any charges imposed by the related parties arising therefrom shall be borne by the remitter.
9. Encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made and/or of the relevant clearing house. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
10. Subject to Condition (2), the Bank will use reasonable endeavours to process applications received by the Bank on or before the next working day. For this purpose, Saturday is not a working day.
11. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
12. Any request for amendment or cancellation has to be made by the remitter, and refund can only be made by the Bank upon receipt of its correspondent's effective confirmation of cancellation and at the Bank's current buying rate of the currency of the remittance at the time of refund. The Bank is entitled to reimbursement from the remitter of the expenses so incurred by itself and its correspondents or agents. All cable/postage charges and commission collected are not refundable.
13. The Bank is entitled to collect from the Remitter all telegraphic transfer charges and other charges including those collected or to be collected by the Bank's correspondent, agent or sub-agent in connection with carrying out the instructions in accordance with the Bank's prevailing charge tariff schedule.
14. The Bank reserves the right to revise all telegraphic transfer charges from time to time.
15. The Bank may refuse to effect a telegraphic transfer of Remitter if the application does not fulfill the requirements as designated by Hong Kong Monetary Authority ("HKMA") or the relevant clearing bank in Hong Kong from time to time.
16. The Remitter agree and authorize the Bank to disclose any personal data collected by the Bank from time to time for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies or as the Bank may deem fit. . The Remitter also agrees and authorizes the Bank (i) use the collected data for the propose of meeting the requirements to make disclosure under the requirements of any law, regulation, code or guideline, court order or any regulatory authority in any jurisdictions, and (ii) disclose to any persons to whom the Bank is required or permitted to do so by any law, regulation, code and guideline, court order or any regulatory authority in any jurisdiction.