



## **FINO Payments Bank**

Code of Bank's Commitment to Customers

Version 10.0

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## A. Policy usage guide

This section explains the structure of the policy document and the purpose of the same is to enable easy navigation and understanding of the contents of the document by various stakeholders. The Policy is organized in the following sections:

### **Regulatory reference**

This section outlines the list of applicable regulations to the current policy document. The name of regulation issued by various regulators along with the date and reference number will be listed under this section.

The purpose of the same is to enable various stakeholders in identification of applicable regulations for the policy and act as a ready reference for the regulations.

### **Key stakeholders and roles**

Under this section, a list of all the key stakeholders involved in the design, review, approval and implementation of the policy are identified and the major roles to be performed by them are listed. This section enables various stakeholders in understanding their respective roles with regard to the current policy document.

### **Frequently asked questions**

This section lists down the frequently asked questions with respect to the current policy document from the perspective of various stakeholders and gives a reference to the relevant section of the policy to aid in clear understanding of the question.

### **Policy content**

This section contains various aspects of the policy design and implementation as per the applicable regulatory guidelines. This section outlines the action required by various stakeholders of the Bank in ensuring implementation of the policy.

### **Glossary**

This section contains the definition of key terms used in the policy as per the applicable regulatory guidelines and industry standards.

## B. Regulatory reference

The following key regulations are applicable to the current policy document.

Regulator	Regulation name	Date	Regulation code
BCSBI	Code of Bank's Commitment to Customers	January2018	NA

**C. Key stakeholders and roles:** NA

**D. Frequently asked questions:** NA

## E. Policy content

### 1. Preamble

This is a Code of Bank's Commitment to Customers, which sets the standards of practices the bank will follow while dealing with individual customers. It provides protection to customers and explains how bank is expected to deal with customers in their day-to-day operations. The code contains practices and commitments as prescribed in Code of Bank's Commitment to Customers as issued by Banking Codes and Standards Boards of India.

The Code does not replace or supersede regulatory or supervisory instructions of the Reserve Bank of India (RBI) and we will comply with such instructions/directions issued by RBI from time to time. Provisions of the Code may have set higher standards than those prescribed in the regulatory instructions and such higher standards will prevail as the Code represents best practices voluntarily agreed to by us as our commitment to you.

We will endeavor to adopt higher standards of banking practices to extend better customer service and achieve higher levels of customer satisfaction. In the Code, 'you' denotes the customer and 'we' / 'us', the bank, the customer deals with.

### 2. Objectives

- Promote good and fair banking practices by setting minimum standards in our dealings with you;
- Increase transparency so that you can have a better understanding of what you can reasonably expect from us;
- Encourage market forces, through competition, to achieve higher operating standards;
- Promote a fair and cordial relationship between you and your bank;
- Foster confidence in the banking system.

### **3. Application of the Code**

This Code applies to all the products and services offered by Bank to its customers, whether they are provided by our branches or agents acting on our behalf, whether across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method.

### **4. Key Commitments**

4.1. To act fairly and reasonably in all our dealings with you by:

- Providing minimum banking facilities of receipt and payment of cash/ cheques, etc. at the bank's counter.
- Meeting the commitments and standards set in this Code, for the products and services we offer, and in the procedures and practices we follow.
- Making sure our products and services meet relevant laws and regulations in letter and spirit and are appropriate to your needs.
- Ensuring that our dealings with you rest on ethical principles of integrity and transparency.
- Operating secure and reliable banking and payment systems.

4.2. To help you to understand how our financial products and services work by:

- Giving you information about them in any one or more of the following languages -Hindi, English or the appropriate local language.
- Ensuring that our advertising and promotional literature is clear and not misleading.
- Ensuring that you are given clear information about our products and services, the terms and conditions and the interest rates/ service charges, which apply to them.
- Giving you information on the facilities provided to you and how you can avail of these and whom and how you may contact for addressing your queries.

4.3. To help you use your account or service by:

- Providing you regular appropriate updates.
- Keeping you informed about changes in the interest rates, charges or terms and conditions.
- Displaying in our branches, for your information
  - Services we provide.
  - Minimum balance requirement, if any, for Savings Bank Accounts and Current Accounts and the charges for non-maintenance thereof.
  - Name of the official at the branch whom you may approach if you have a grievance.
  - Name and address of the Regional / Zonal Manager / Principal Nodal Officer (PNO) whom you can approach if your grievance is not redressed at the branch.
  - Details of the Banking Ombudsman.
  - Information available in booklet form.
  - Displaying on our website our policies on
    - Deposits
    - Cheque collection
    - Grievance Redressal
    - Compensation

4.4. To deal quickly and sympathetically with things that go wrong by:

- Correcting mistakes promptly and cancelling any bank charges that we apply by mistake and compensate you for any financial loss you may have incurred due to our mistake, in terms of our compensation policy.
- Handling your complaints promptly.
- Telling you how to take your complaint forward if you are still not satisfied.
- Providing suitable alternative avenues to alleviate problems arising out of technological failures.

4.5. To treat all your personal information as private and confidential

- We will treat all your personal information as private and confidential subject to matters mentioned in this code.

4.6. To publicize the Code:

- We will make available this Code at every branch and on our website.
- Ensure that our staffs are trained to provide relevant information about the Code and to effectively put the Code into practice.
- Take other steps to increase awareness of the customers about the Code and its provisions.

4.7. To adopt and practice a non - discrimination policy

- We will not discriminate you on the basis of age, race, gender, marital status, religion, disability or financial status.

## 5. Information - Transparency

You can get information on interest rates, fees and charges through any one or more of the following:

- Notice Board in our branches.
- Contacting our branches / merchants / BC or help-lines.
- Our website.
- Asking our designated staff/help desk.
- Referring to the Tariff Schedule at our branches / on our website.

## 6. General information

We will:

- Give you information on the types of products and services we offer and those that may suit your needs.
- Give you clear information explaining the key features of the services and products you tell us you are interested in, including applicable interest rates, fees and charges.
- Tell you the different channels through which our products and services may be availed e.g. branches, merchants, BC's, phone, Net banking and tell you how to find out more about them.
- Tell you what information we need from you to prove your identity and address, for us to comply with legal, regulatory and internal policy requirements.
- Give you information on your rights and responsibilities especially regarding availing of nomination facility offered on all deposit accounts. articles in safecustody and safe deposit lockers.

### 6.1. 'Do Not Call' service

We will not transmit to you any unsolicited commercial information regarding ourproducts and services, through telephone calls / SMS/ e-mails, if you have registered with the 'Do Not Call Registry' of our bank, or with the 'National Do Not Call Registry' directly or through your Service Provider. However, this will not apply to receipt of information regarding your account statements and other important advices and information including alerts relating to transactions on your account as also the productsand services you are currently availing.

### 6.2. Tariff schedule

#### Fees and Charges

- We will ensure that our fees and service charges for various services are Approved by the bank's Board or any competent authority duly authorized by the Board to take decisions in this regard and that they would be reasonable and non-discriminatory for similar class of customers.
- We will place our Tariff Schedule on our website and make a copy available at every branch for your perusal. We will display in our branches a notice about the availability of the Tariff Schedule at the branch.
- We will give you details in our Tariff Schedule of any charges applicable to the products and services chosen by you.
- We will also provide you information about the penalties leviable in case of non-observance/violation of any of the terms and conditions governing the product/ services chosen by you.

#### Changes in fees & charges

If we increase any fee or charge or introduce a new fee or charge, it will be notified through statements of accounts /e-mail /SMS alerts / notice board at branches, one month prior to the revised charges becoming effective. This information will also be made available on our website.

### **6.3. Terms and conditions**

- We will advise you the relevant terms and conditions for the products/services you have asked us to provide.
- All terms and conditions will be fair and will set out the respective rights, liabilities and obligations clearly and as far as possible in plain and simple language.

#### **Changes to terms and conditions**

- We will tell you of changes in terms and conditions through any one or more of the following channels one month prior to the revised terms and conditions becoming effective:
  - Letter
  - Statements of account
  - SMS
  - E-mail
  - Website

This information will also be made available on the Notice Boards in our branches and our website.

- Normally, changes will be made with prospective effect giving notice of one month.
- If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account or switch to any other eligible account without having to pay revised charge or interest.
- We will immediately update, on our website, any changes in the terms and conditions. We will give you, on request, a copy of the new terms and conditions.

### **7. Privacy and Confidentiality**

- We will treat all your personal information as private and confidential (even when you are no longer a customer), and shall be guided by the following principles and policies.
- We will not reveal information or data relating to your accounts, whether provided by you or otherwise, to anyone, including other companies /entities in our group, other than in the following exceptional cases:
  - If we have to give the information by law or if required by the banking regulator.
  - If there is a duty towards the public to reveal the information.
  - If our interests require us to give the information (for example, to prevent fraud)but we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else, including other companies in our group, for marketing purposes.
  - If you authorize us to reveal the information.
  - If we are asked to give a banker's reference about you, we will need your written permission before we give it.
  - We will not use your personal information for marketing purposes by anyone including ourselves unless you specifically authorize us to do so.

## **8. Advertising, Marketing and Sales**

- We will make sure that all our advertising and promotional material is clear, and not misleading.
- In any advertisement and promotional literature that draws attention to a banking service or product and includes a reference to an interest rate, we will also indicate whether other fees and charges will apply and full details of the relevant terms and conditions will be made available on request.
- If we avail of the services of third parties for providing support services, we will require that they handle your personal information (if available to such third parties) with the same degree of confidentiality and security as we would.
- We may, from time to time, communicate to you various features of our products availed by you by e-mail, SMS or over the telephone, social media and website. Information about our otherproducts or promotional offers in respect of our products/services will be conveyed to you only if you have not registered for the 'Do Not Call' facility.
- In the event of receipt of any complaint from you that our representative or courier has engaged in any improper conduct or acted in violation of this Code, we shall take appropriate steps to investigate and to handle the complaint and to make good the loss as per our compensation policy.
- We will ensure that any third party or agent acting on our behalf or selling our product discloses the fee or commission they are paid upon completion of the sale.

## **9. Complaints, Grievances and Feedback**

### **9.1. Internal procedures**

- If you want to make a complaint, we will tell you:
  - How to do so.
  - Where a complaint can be made.
  - To whom a complaint can be made.
  - When to expect a reply.
  - Whom to approach for redressal.
  - What to do if you are not satisfied about the outcome.
- Our staff will help you with any questions you have.
- We will tell you where to find details of our procedure for handling complaintsfairly and quickly.
- We will display the name of the official at the branch whom you may approach if you have a grievance. If your complaint is unresolved at the branch level, you may approach our Regional / Zonal Manager/ Principal Nodal Officer (PNO) atthe address displayed at the branch.
- If your complaint has been received in writing, we will endeavor to send you an acknowledgement/ a response within a week. If your complaint is relayed over phone at our designated telephone helpdesk or customer service number, we shall provide you a complaint reference number and keep you informed of the progress within a reasonable period of time.

- After examining the matter, we will send you our final response or explain why we need more time to respond and shall endeavor to do so within 30 days of receipt of your complaint and will tell you how to take your complaint further if you are still not satisfied.
- On case-to-case basis, if any complaint is taking more than 30 days to resolve, we will send an interim response to the customer.
- Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Banking Ombudsman appointed by Reserve Bank of India under the Banking Ombudsman Scheme. Our staff would explain the procedure in this regard.

#### 9.2. Banking Ombudsman Scheme

We will display the Banking Ombudsman Scheme and contact details on our branches and website.

#### 9.3. Customers' meetings

We shall endeavor to organize meetings of customers at periodic intervals as a regular channel for exchange of ideas and suggestions.

#### 9.4. Branch Level Customer Service Committee meetings

We will display in our branches the date of our monthly Branch Level Customer Service Committee meeting, which you may attend, if you so desire.

### **10. Customer Protection- Limiting Liability of Customers in Unauthorized Banking Transactions**

#### 10.1 Limited Liability in respect of unauthorized electronic banking transactions.

a. You will be entitled for Zero liability where the unauthorized transaction occurs in the following events:

- i. Contributory fraud / negligence / deficiency on our part.
- ii. Third party breach where the deficiency lies elsewhere in the system and you notify us within three working days of receiving the communication from us regarding the unauthorized transaction.

b. You shall be liable for the loss occurring due to unauthorized transactions in the following cases:

i. In cases where the loss is due to your negligence such as where you have shared the payment credentials, you will bear the entire loss until you report the unauthorized transaction to us. Any loss occurring after the reporting of the unauthorized transaction shall be borne by us.

ii. In cases where the responsibility for the unauthorized electronic banking transaction lies neither with us nor you, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from us) on your part in notifying us of such a transaction, your per transaction liability shall be limited to that transaction value or the amount whichever is lower as mentioned in RBI guidelines issued from time to time on the subject.

iii. Further, if the delay in reporting by you is beyond seven working days, your liability shall be determined as per our Board approved policy which will be available in public domain / our website. We shall provide the details of our policy in regard to your liability formulated in pursuance of the RBI directions on the subject at the time of opening the accounts. We will inform all the customers individually also about our policy on the subject.

#### 10.2 Reversal Timeline for Zero Liability / Limited Liability

On being notified by you, we shall credit (shadow reversal) the amount involved in the unauthorized electronic transaction to your account within 10 working days from the date of such notification by you (without waiting for settlement of insurance claim, if any). The credit shall be value dated to be as of the date of the unauthorized transaction. Further, we will ensure that:

your complaint is resolved and liability, if any, established within such time, as may be specified in our Board approved policy, but not exceeding 90 days from the date of receipt of the complaint and you will be compensated as per RBI guidelines on the subject.

ii. where we are unable to resolve the complaint or determine your liability, if any, within 90 days, the compensation as per RBI guidelines will be paid; and

iii. in case of debit card / bank account, you will not suffer loss of interest. —

#### F. Glossary: NA