

## Fair Practice Code

### 1. Introduction & Objectives

The purpose of the Fair Practice Code Policy is to offer transparency in transactions between the institutions and the end users and provide for well informed business relationships. This Code is in line with the “Guidelines on Fair Practices Code for NBFCs” circular RBI/DNBR/2016-17/45 Master Direction DNBR. PD.008/03.10.119/2016-17 dated September 01,2016. The Board of Directors of the Company in its meeting held on 20.01.2017 has decided to suitably modify the existing Fair Practices Code adopted./modified from time to time in the past.

#### Target Audience

The members of the Board and all Departments shall be the primary audience for this document. The document shall not be circulated beyond mentioned individuals without prior permission from the Head of respective Department. All the staff members, officials and authorized representatives of the Company shall strictly comply with the modified code while dealing with the customers.

### 2. Applicability and Validity of the Policy

This policy will become applicable from such date as approved by the Board of Directors. The Board will review, validate, update, and approve the Policy at least annually. Any revisions in specific aspects of this policy may be communicated through mandates issued by the relevant authority and will become part of this policy from the date they become effective.

### 3. Objectives and Application

#### 3.1. Objectives of the Code

Indiabulls Commercial Credit Limited, (hereinafter ICCL or the Company or Our Company or We) has set its objective to pursue best corporate practices and to bring about utmost transparency in business practices followed internationally and thereby **Foster Customer Confidence** in the Company.

This Code has been formulated by the Company to achieve the following objectives:

- i. promote good and fair practices by setting minimum standards in dealing with customers;
- ii. increase transparency so that the customer can have a better understanding of what he/she can reasonably expect of the services provided by our Company;
- iii. encourage market forces, through competition, to achieve higher operating standards; and
- iv. Promote fair and cordial relationship between the Customer and the Company and thus foster confidence of the former in the latter.
- v. To ensure compliance with regulatory requirements with regard to customer interface;
- vi. To strengthen mechanisms for redressal of customer grievances.

#### 3.2. Application of the Code

All parts of this Code apply to all the loan products and services viz., Housing Loan, Personal Loan, Mortgaged Loan, Commercial Loan, Demand & Call Loan, Vehicle Loan, Loan against Hypothecation or any other products & services which are presently being provided or which may be introduced hereafter whether they are provided by the company across the counter, over the phone, by post, through interactive electronic devices, on the internet or through Company's agents or by any other method. Copy of the fair practices codes in Vernacular/Regional language as well as the English version shall be displayed at all offices/branches of the Company. A copy of FPC shall also be displayed at the website of the Company notifying members of the general-public and all stakeholders about the codes being adopted by the Company.

#### **4. OUR COMMITMENTS TO THE CUSTOMERS**

##### **4.1. To act fairly and reasonably in all dealings with customers**

The Company shall meet the commitments and standards in this Code for the products and services it offers and in the procedures and practices its staff follows. All the products and services would meet relevant laws and regulations in letter and spirit; and dealings with customers and shall rest on ethical principles of integrity and transparency.

- i. While dealing with the customers, the company shall refrain from interference in the affairs of the borrower except for the purpose(s) provided in the terms and conditions of the loan agreement.
- ii. Company shall not charge excessive interest to borrowers. Rationale of rate of interest being charged from a customer shall be explained. All rates & charges shall be mentioned in loan application form as well as in the sanction letter.
- iii. The rates of interest and the approach for gradation of risks shall also be made available on the web-site of the company.

##### **4.2. To help customers understand how our financial products and services work**

- i. The contents of advertisements and promotional literature will be as far as possible clear and not misleading. Proforma of Loan Agreement & other documents that may be required to execute & signed by customer for obtaining loan shall be available on the website of the Company for display to facilitate our intending clients to know & understand his rights and obligations by entering loan agreement before hand, so that, an informed decision is taken while obtaining services from us.
- ii. In the first instance, the customers would be explained and provided with relevant documents etc containing information about the products and services in any one or more of the following languages: Hindi, English or the appropriate local language. To ensure absolute transparency , the customers shall be provided clear information about the nature of products and services, their terms and conditions, the interest rates per annum / service charges, EMI to be payable for servicing of the loan product, documents to be submitted to the company for the products etc. as may be applicable.

- iii. Give customers full information about the benefits which would accrue to them, how he could avail such benefits, their financial implications and whom he could contact in the event of any doubt for addressing his queries.
- iv. To help ensure the above, the Company would provide 24 hours help line thereby providing customer appropriate guidance in the matter. Besides the above, customers would be provided with name of the Designated Officer(s) with his/their contact details who is/ are responsible for redressing their grievances.

**4.3. To help customers to use our products and services**

- i. Provide a copy of the duly signed Loan Agreement indicating details of terms & conditions of the loan sanctioned to the borrower. The Company would arrange and provide the customers regular, appropriate updates by means of interactive meeting, through display in website or by e-mail/mailing printed letters.
- ii. Dissemination of information about changes in the interest rates, charges and terms and conditions and so on
- iii. The change in the interest will be intimate with due prior notice 90 days before its application. The revision of interest rate or service charges will be applicable only prospectively.

**4.4. To deal quickly and sympathetically with things that may go wrong at any stage, by**

- i. Taking prompt and appropriate action to mitigate the impact of the mistake, if any, on the part of the Company.
- ii. Handling customers' complaints promptly.
- iii. Informing Customers about the systems and procedures existing within the Company by following which the customers can approach to the Higher Authorities in the Company if their grievances are not adequately redressed by their initial interface with the officials of the Company.
- iv. Making suitable arrangements to counter any problem that may arise due to any technological failure.

**4.5. To treat all personal information of customers as private and confidential**

Company shall treat all personal information of customers as private and highly confidential subject, however, subject to exceptions as mentioned in this policy.

**4.6. To publicize the code our company shall**

- i. Inform our existing and new customers about the Code
- ii. Make this Code available on request either over the counter or by electronic communication or mail.
- iii. make available this Code at every branch of the Company and also on the website of the Company; and
- iv. Ensure that the staff of the Company is well trained to provide relevant information about the Code and to put the Code into practice.

**4.7. To adopt and practice a non - discrimination policy**

Our Company shall not discriminate on the basis of age, race, caste, gender, marital status, religion or disability.

**4.8. Special care to senior citizen and physically challenged persons**

We shall make our best efforts to make it easy and convenient for our customers like **senior citizens**, physically challenged persons and illiterate persons in their dealing with us.

**5. DISCLOSURE AND TRANSPARENCY**

**5.1. Our Company believes in complete disclosures and transparency in dealing with our customers. We shall provide fullest information about all factors which may have any bearing on the transactions between the Company and the customers including but not limited to the interest rates, common fees and charges through all possible means including:**

- i. Putting up notices in the branches;
- ii. Through telephone or help-lines;
- iii. Through the company's website;
- iv. Through designated staff / help desk;
- v. Providing service guide / tariff schedule; and
- vi. As far as possible all the relevant details will be incorporated in the prescribed application form for the product.

**5.2. In respect of prospective customers the Company shall**

- i. Provide clear information explaining the key features of the services and products in local vernacular language that customers may be interested in; the Loan Application Forms with all necessary information which affects the interest of the borrower so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and there by informed decision can be taken by the borrower. The loan application shall indicate the documents required to be submitted with the application form. An acknowledgement shall be provided to the applicant.
- ii. Assist the customers in selecting products and services that may suit the customers' needs;
- iii. Apprise the customers about various means through which products and services of the Company are offered [for example, on the Internet, over the phone, in branches and so on] and inform them about the sources and means to get more information about these products and services.
- iv. Inform the customers about the requisite information and documents required from him / her to prove his / her identity and address, for complying with legal, regulatory and internal policy requirements.
- v. In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e. objection of the company, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

**5.3. To those who have become customers, the Company shall:**

- i. Invariably provide a copy of loan agreement as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement and to all the borrowers at the time of sanction / disbursement of loans. along with its enclosures on acceptance of loan application. And shall be informed by a signed 'Sanction Letter' which includes most important terms and conditions of the loan sanctioned by the Company. Also shall provide further, whenever required , new and updated information that may be developed, generated or derived by the Company in relation to key features of the products, including applicable interest rates / fees and charges;
- ii. shall furnish a copy of the loan agreement as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans.
- iii. Company shall convey in writing to the borrower in the language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record.
- iv. Provide extra and updated information on rights and responsibilities of the customers.
- v. automatically register the customer's name under a 'Do Not Call ' Service and shall not inform / extend through telephone calls / SMSs / emails any new product / service unless and until the customers inform the company in writing their consent to avail of this information / service.

**5.4. Interest rates**

Company shall lay down appropriate internal principles and procedures in determining interest rates and processing and other charges. ALCO of the company shall determine rates & charges from time to time in accordance to the principle laid down by the Board of the Company. The Company shall give requisite information to the customers on:

- i. The interest rates calculated on an annualized rate which applies to his/her loan accounts
- ii. How interest is applied to his / her account and method of calculation of interest including penal interest that may be applicable in the event of default/delayed payment as well as EMI payable by the customer.

The Board of company shall adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

The rates of interest and the approach for gradation of risks shall also be made available on the web-site of the company or published in the relevant newspapers.

The information published in the website or otherwise published shall be updated whenever there is a change in the rates of interest.

The rate of interest must be annualized rate so that the borrower is aware of the exact rates that would be charged to the account.

#### **5.5. Changes in interest rates**

The Company shall inform well in advance to the customers about its decision to make changes in interest rates on the products offered by the Company and the changes so made in interest rates would be made applicable prospectively and suitable condition in this regard shall be incorporated in the loan agreement.

#### **5.6. Fees & charges**

- i. The Company shall display in all its branches, in Company's website a notice about the tariff schedule which the customers would be allowed to see free of cost. The customers would also be provided a list of services rendered by the Company free of charge.
- ii. The tariff schedule given to the customers in respect of the products and services chosen by him shall contain all details about the charges as applicable to, and which the customer shall be liable to pay for availing the, products and services so chosen by the customers.
- iii. Shall provide to the customers information about the penalties which shall be levied on him in case of non-observance / violation of any of the terms and conditions governing the product / services chosen by them.
- iv. Shall mention the penal interest charged for late repayment in bold in the loan agreement.

#### **5.7. Prepayment Charges**

Company shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, with or without co-obligant(s).

#### **5.8. Changes in fees & charges**

If the Company decides to increase any of these charges or introduce a new charge, it will be notified one month prior to the revised charges/new charges being levied / becoming effective.

#### **5.9. Terms and conditions**

- i. The Company shall suitably advise the customer availing a product / service for the first time, about the relevant terms and conditions for the products/services he / she has asked the Company to provide.
- ii. The terms and conditions governing the products and services of our Company shall be fair and shall set out respective rights especially the right of the customers to make nomination. The said terms and conditions shall spell out the liabilities and obligations clearly. Endeavour shall be made to prepare and present these terms and conditions in plain and simple language.

#### **5.10. Changes in the Terms and Conditions**

Any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. shall be communicated to the customers through any of the following channels:-

- i. Personal intimation
- ii. Notice Board at each branch
- iii. Internet, including email and website.
- iv. Newspaper, whenever required
- v. Normally, changes would be made with prospective effect and due notice of such changes would be given to the customers in advance
- vi. If it is not possible to intimate the customer about any change in the terms and conditions in advance and if the change is made without giving advance notice to the customer, the change so made shall be duly notified within 30 days. If the terms and conditions after making such changes i.e., changes made without giving prior intimation to the customer, become disadvantageous to any customer, then such customer may in writing within 60 days and without giving any notice either close his/her account or switch it without having to pay any extra charges or interest.
- vii. If there is any major change or a lot of minor changes in the terms and conditions, then upon the request of the customer, the same shall be duly informed to the customer and the customer shall be provided with a copy of the new terms and conditions or a summary of the changes.

## **6. ADVERTISING, MARKETING AND SALES**

### **6.1. The Company shall**

- i. Make its endeavors to ensure that all advertising and promotional material released by the Company is clear, and not misleading.
- ii. The Company would endeavor that any advertisement released in media and/or promotional literature that draws attention to any service or product of our Company and includes a reference to an interest rate, shall also indicate other fees and charges, if any, applicable to such product or service and full details of the relevant terms and conditions would be made available on request.
- iii. Whenever the services of any third party is used for providing support services, we shall ensure that such third party handle customer's personal information (if any available to such third parties) with the same degree of confidentiality and security as the way we would.
- iv. Company may, from time to time, communicate to customers various features of its products availed by them. Information about any other products or promotional offers in respect of products / services shall be conveyed to customers only if he / she has given his / her consent to receive such information / service either by mail or by registering for the same on the website or on customer service number.
- v. We would prescribe a code of conduct to the Direct Selling Agencies (DSAs) whose services we may avail to market products / services which amongst other matters require them to identify themselves when they approach the customer for selling products personally or

through phone.

- vi. In the event of receipt of any complaint from the customer that Company's representative / courier or DSA has engaged in any improper conduct or acted in violation of this Code, appropriate steps shall be initiated to investigate and to handle the complaint and indemnify the customer if found appropriate.

## **7. PRIVACY AND CONFIDENTIALITY**

### **7.1. Privacy**

All personal information of customers shall be treated as private and confidential [even when the customers are no longer customers], and shall be guided by the following principles and policies. Company shall not reveal information or data relating to customer accounts, whether provided by the customers or otherwise, to anyone, including other companies entities in their group, other than in the following exceptional cases:

- i. If the information is to be given by law or by the direction of the regulator/s
- ii. If there is a duty towards the public to reveal the information
- iii. If the Company's interests require them to give the information (for example, to prevent fraud) but the same shall not be used as a reason for giving information about customer or customer accounts [including customer name and address] to anyone else.
- iv. If the customer asks the Company to reveal the information, or with the customer's permission.
- v. If the Company is asked to give a reference about customers, with his / her written permission.
- vi. The customer shall be informed the extent of his / her rights under the existing legal framework for accessing the personal records that holds about him /her.
- vii. The Company shall not use customers' personal information for marketing purposes by anyone unless the customer specifically authorizes to do so.

### **7.2. Credit reference agencies**

- i. When a customer opens an account, the Company shall inform him / her when the Company may pass his / her account details to credit reference agencies and the checks that may make with them.
- ii. The Company may give information to credit reference agencies about the personal debts the customer owes to the Company if:
  - The customer has fallen behind with his / her payments;
  - The amount owed is not in dispute; and
  - The customer has not made proposals that the Company is satisfied with, for repaying his / her debt, following Company's' formal demand
- iii. In these cases, Company shall intimate the customer in writing that it

plans to give information about the debts the customer owes to the Company to credit reference agencies. At the same time, the Company shall explain to the customer the role of credit reference agencies and the effect the information they provide can have on customer's ability to get credit.

- iv. The Company may give credit reference agencies other information about the customer's account if the customer has given his / her permission to do so. A copy of the information given to the credit reference agencies shall be provided by the Company to the customer, if so demanded.

## **8. COLLECTION OF DUES**

- i. Whenever loans would be given, the customer would be explained of the repayment process by way of the amount, tenure and periodicity of repayment. If the customer fails to adhere to the prescribed repayment schedule, appropriate action for recovery of dues shall be taken under the laws of land and no undue harassment i.e., persistently bothering the borrowers at odd hours, use muscle power for recovery of loans etc. will be resorted to.
- ii. We have framed our collection policy based on courtesy, fair treatment and persuasion. The Company believes in fostering customer confidence and long-term relationship. The staff or any person authorized to represent the Company in collection of dues or / and security repossession shall identify himself / herself and display the authority letter issued by the Company. He/She shall upon request, display his / her identity card issued by the Company or under authority of the company. Company ' shall provide customers with all the information regarding dues and shall endeavor to give sufficient notice for payment of dues.
- iii. All the members of the staff or any person authorized to represent the Company in collection or / and security repossession shall be adequately trained to deal with the customers in an appropriate manner and shall strictly follow the Codes set out below:
  - Customer would be contacted ordinarily at the place of his / her choice and in the absence of any specified place at the place of his / her residence and if unavailable at his / her residence, at the place of business / occupation.
  - Identity and authority to represent the Company shall be made known to the customer at the first instance.
  - Customer's privacy shall be respected.
  - Interaction with the customer shall be in a civil manner. Utmost care shall be taken in the use of language while interacting, so that at any point of time the customer should not feel hurt/feel any un-courteous treatment. While interacting with women borrowers, due respect as per Indian culture and tradition shall be maintained.
  - Company's representatives shall contact the customers between 0700 hrs and 1900 hrs, unless the special circumstances of the customer's business or occupation require otherwise.
  - Customer's request to avoid calls at a particular time or at a particular

place shall be honored as far as possible

- Time and number of calls and contents of conversation would be documented.
- All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- During visits to customer's place for dues collection, decency and decorum shall be maintained.
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions, if comes to the knowledge the Company, shall be avoided for making calls/visits to collect dues unless the same is required for meeting legal compliance.

iv. **Repossession of Hypothec/lien Assets**

The loan agreement shall have a built in legally enforceable re-possession clause in the contract/loan agreement with the borrower. Re-processing process shall be carried out transparently as per terms and conditions of the contract/loan agreement and process be followed regarding:

- Notice period before taking possession;
- Circumstances under which the notice period can be waived;
- The procedure for taking possession of the security;
- a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property;
- The procedure for giving repossession to the borrower and
- The procedure for sale / auction of the property. A copy of such terms and conditions be made available to the borrowers along with a copy of the loan agreement and copy of each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans, which may form a key component of such contracts/loan agreements.

**9. Complaints and Grievances**

**9.1. Internal Procedures**

- i. Company shall endeavor to address/respond to all complaints and grievances within a reasonable time and keep the customers informed about the status of their complaints.
- ii. Company shall make available facilities at each of its branches and offices for the customers to lodge and/or submit their complaints or grievances, if any.

Customer shall be provided with facility to lodge his grievances for redressed through specifically made e-mail id available on the website of Indiabulls. Indiabulls have established a system where by access to the complaint handling process is made available free of charge to our customers.

If the customer wants to make a complaint, he/she shall be suitably advised as to:

- All offices, branches shall display the office address, email id, fax no., phone no., etc. where a complaint can be made and designated authority to whom the complaint can be made. :How he/she can make a complaint i.e., phone, letter, fax, email, etc.

In the normal course of business, the Customer can reach us(company) either by visiting to the nearest branch or by phone through our toll free Helpline number: 1-800-200-7777 or by sending e-mail to [customerservice@indiabulls.com](mailto:customerservice@indiabulls.com), or lodge complaints by sending email to [lap@indiabulls.com](mailto:lap@indiabulls.com)

If the complainant is not satisfied with the reply provided by the customer care department, may escalate to his/her complaints to higher authority to

Head Customer Care, ICCL,

- Head Customer Care, Indiabulls Commercial Credit Ltd 422 B, Udyog Vihar Phase IV, Sector-18 Gurugram, Haryana – 122015 After waiting for reasonable time (i.e., more than 30 working days) from the date of his complaints, if customer feels his grievances have not been resolved upto his satisfaction, may like to approach higher authority of the Company. If the reply/actions of the Company is still found not satisfactory to the complainant after waiting for more than 30(thirty) days , he may write to the Regional Office of DNBS , Reserve Bank of India at their following address:

To

The General Manager Reserve Bank of India,

Email: [dnbsnewdelhi@rbi.org.in](mailto:dnbsnewdelhi@rbi.org.in)

Department of Nonbanking  
Supervision 6, Sansad Marg, New  
Delhi-110001 FAX No. (011) 2371-  
3672, 2375

Board of Directors/Committee of the Board shall periodically review grievance redress process as well as issue instructions in the matter so that customer gets expeditious and fair resolutions of his grievances,

## **10. KNOW YOUR CUSTOMER (KYC) GUIDELINES**

### **10.1. As required under know your customer (KYC) guidelines before extending any credit facility or loan a due diligence exercise would be carried out to meet certain statutory requirements which would cover following aspects:**

- i) The customer shall be required to provide necessary documents or proofs of his/her identity;
- ii) The customer shall be required to provide such information as may be necessary to meet with Company's KYC, Anti Money Laundering or any other statutory requirements. Further, certain additional information may be sought which the customer may voluntarily provide. It will be responsibility of the client to provide updated proof of his identity and address periodically. Provide immediate intimation to the Company in the event of change of his/her recorded address
- iii) The account opening forms and other material shall be provided by the Company to the customer. The same shall contain details of essential information required to be furnished and documents to be produced for

verification and/or for record for meeting the KYC requirements;

iv) The customer would be duly explained the procedural formalities for opening a deposit account. All necessary clarifications would be provided to the customer as may be sought by him/her.

## **11. LOANS**

### **11.1. Before lending any money the company shall make proper assessment of the creditworthiness and repayment capacity of the customer.**

- i. **Time frame for disposal of Loan Application-** The Company shall dispose off fully completed loan application within 30 days from the date of submission of the proposal together with all the requisite documents. If the company decides not to provide loan to the customer for any reason, it shall be communicated in writing the reason(s) for rejection of the loan application.
- ii. **Acceptance of guarantees on behalf of the borrower-** If the customer wants the company to accept a guarantee or other security from someone for his liabilities, the company may ask the customer for his permission to give confidential information about his finances to the person giving the guarantee or other security, or to their legal adviser. The Company would:
  - encourage the customers to take independent legal advice to make sure that they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice);
  - tell the customers that by giving the guarantee or other security they may become liable instead of, or as well as, him; and
  - tell them what their liability would be.

### **11.2. Applications for loans and their processing**

- i. All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- ii. At the time of sourcing a loan product, the company would provide necessary information about the, annual interest rates applicable, as also the fees/charges, if any, payable for processing, pre-payment options and charges if any and any other matter which may be of interest to the borrower, so as to enable the customer to make a meaningful comparison with those of other companies and make an informed decision.
- iii. The company shall provide acknowledgement for receipt of all loan applications. Company shall mention the time frame within which loan application will be disposed of, in the acknowledgement receipt of the loan application.
- iv. Normally all particulars required for processing the loan application shall be collected by the company at the time of application. In case any additional information is required, the customer shall be told that he would be contacted immediately again.

- v. The Company shall convey to the customer the loan sanctioned along with the terms and conditions thereof. The company shall provide authenticated copies of all the loan documents executed by the customer at the company's cost along with a copy each of all enclosures quoted in the loan document on request;
- v. No customer shall be discriminated on grounds of gender, caste and religion in the matter of lending. However, this does not preclude the Company from instituting or participating in schemes framed for different sections of the society.

**11.3. Non-Acceptance of Loan Application**

If due to any reason, the Company is not in a position to sanction a Loan who has given a written application, the customer will be advised in writing about the same with reason/s.

**11.4. Decision to Recall or Acceleration of repayment of loan amount**

Before taking a decision to recall / accelerate payment or performance under the agreement or seeking additional securities for any reason, the Company shall give notice to borrowers in consonance with the loan agreement.

**11.5. Closure of Loan Account and release of Securities/Documents:**

The Company shall release all securities immediately on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim of the company against borrower. Where the Company decides to exercise its right of set off, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which the company is entitled to retain the securities till the relevant claim is settled /paid.

**11.6. Investigation of Fraudulent Transactions:**

In the event of need for any investigation of a transaction on the customer's account, the customer shall be advised/requested to co-operate in investigation with the Company and with the police/ other investigative agencies, if the Company needs to involve them. The Company shall advise the customer that if the customer acts fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.

**12. Guarantors**

- i. When a person will be considered to be a guarantor to a loan, he/she would be informed about:
  - His/her liability as guarantor;
  - The amount of liability he/she will be committing him/herself to the company;

- Circumstances in which the Company will call on him/her to pay up his/her liability;
- Whether the Company has recourse to his/her other monies in the company if he/she fail to pay up as a guarantor;
- Whether his/her liabilities as a guarantor are limited to a specific quantum or are they unlimited; and

ii. The time and circumstances in which his/her liabilities as a guarantor will be discharged as also the manner in which the Company will notify him/her about this. The Company shall keep him/her informed of any material adverse change/s in the financial position of the borrower to whom he/she stands as a guarantor.

### **13. GENERAL**

The Company shall provide necessary information to the customers:

- i. Explaining the key features of its loan products including applicable fees and charges while communicating the sanction of loan.
- ii. Advising the customers what information / documentation would be required to enable the customer to apply. The customers would also be advised regarding documentation that would be required in respect of his/her identity, address, employment, etc. and other documents that may be stipulated by statutory authorities (e.g. PAN details) in order to comply with legal and regulatory requirements.
- iii. Informing the customer that the information provided by the customer in/with his loan application can be verified either over phone or by visiting the place of his residence or office at the address given by the customer.
- iv. Advising the customer to co-operate if the Company needs to investigate a transaction on the customer's account and with the police/ other investigative agencies, if the Company needs to involve them.
- v. Advising the customer that if the customer acts fraudulently, he/she will be responsible for all losses on his/her account and that if the customer acts without reasonable care and this causes losses, the customer may be responsible for the same.

It would be general endeavor of the all the staff members and authorized representatives of the Company to maintain cordial relation with the customer all the time in the best interest of the Company. The customer shall be given all the information about the products till he is fully satisfied with the explanation and accepts all the terms and conditions before entering contract/agreement with the company.