



**Indiabulls Housing Finance Ltd.**

**FAIR PRACTICES CODE**

**(Reviewed and Approved by the Board as on 20/01/2016)**

The Board of Directors of the Company in its meeting held on 20.01.2016 has decided to suitably modify the existing Fair Practices Code adopted./modified from time to time in the past(last such revision was made on 21.07.2015). This Fair Practices Code shall be applicable to IHFL as well as its subsidiaries. All the staff members, officials and authorized representatives of the Company shall comply strictly with the modified code while dealing with the customers.

**1. OBJECTIVES & APPLICATION:**

***1.1 Objective of the Code***

Indiabulls Housing Finance Limited and its subsidiaries and group companies have set their objective to pursue leading corporate practices and to bring about transparency in business practices and thereby foster customer confidence. Accordingly, a Fair Practices Code has been set with an objective to:

- 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.

***1.2. 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.

**2. OUR COMMITMENTS TO THE CUSTOMERS:**

**2.1 To act fairly and reasonably in all dealings with customers by ensuring that:**

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.

**2.1.1** 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.

**2 1.2.** Company will not discriminate in any manner between genders, castes, creeds or religions while dealing with the customers visiting/approaching for services from us.

**2.1.3** Will not discriminate amongst physically challenged, disable/differently able or blind persons in any manner while dealing them as envisaged in recent Regulatory Guidelines issued o in this regards. Such persons will be treated with humanitarian approach. Priority will be giving over other visiting clients at the branch in attending his queries/application of such persons.

## **2.2 To help customers understand our financial products and services work by ensuring that :**

- i) The contents of advertisements and promotional literature will be as far as possible clear and not misleading.
- 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.

## **2.3 To help customers to use our products and services by:**

- i) The Company would arrange and provide the customers regular, appropriate updates by means of interactive meeting, through display in website or by 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 before its application. The revision of interest rate or service charges will be applicable only prospectively.

## **2.4. 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.

## **2.5 To treat all personal information of customers as private and confidential**

We are committed and shall treat all personal information of our customers as private and highly confidential subject, however, subject to paragraph 5 herein below.

## **2.6. To publicise 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 are well trained to provide relevant information about the Code and to put the Code into practice.

### **2.7 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.

### **2.8 Special care to senior citizen and physically challenged, differently abled or blind persons**

We shall take special efforts to make it easy and convenient for customers like senior citizens, physically Challenged, differently abled or blind and illiterate persons while providing service.

## **3. DISCLOSURE AND TRANSPARENCY**

**3.1 Our Company believes in complete disclosures and transparency in dealing with our customers. We shall provide all relevant information which may have a 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.

### **3.2 In respect of prospective customers the Company shall:**

- i) Provide clear information explaining the key features of the services and products that customers may be interested in;
- 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.

### **3.3 To those who have become customers, the Company shall:**

- i) provide further, 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) Provide extra and updated information on rights and responsibilities of the customers.
- iii) 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.

### **3.4 Interest rates**

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 as well as EMI payable by the customer.

### **3.5 Change 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.

### **3.6 Fees & charges**

- i) The Company shall display in all its branches 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.

### **3.7 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.

### **3.8 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.

### **3.9 Changes in the Terms and Conditions**

Any change in the terms and conditions 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, when ever 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 of such change.
- 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.

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

##### **4.1 The Company shall:**

- i) Endeavor to ensure that all advertising and promotional material released by the Company is clear, and not ambiguous/misleading.
- ii) The Company would endeavour 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 handles customer's personal information (if any available to such third parties) with the same degree of confidentiality and security as 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 have prescribed 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.

#### **5. PRIVACY AND CONFIDENTIALITY**

**5.1** 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.

## **5.2 Credit reference agencies**

- i) When a customer opens an account, the Company shall inform him / her that 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.

## **6. COLLECTION OF DUES**

6.1 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 will be resorted to.

**6.2 Our collection policy is 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.

**6.3** All the members of the staff or any person authorised to represent the Company in collection or / and security repossession shall strictly follow the Codes set out below:

- i) 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.
- ii) Identity and authority to represent the Company shall be made known to the customer at the first instance.
- iii) Customer's privacy shall be respected.
- iii) 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.
- iv) 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.
- v) Customer's request to avoid calls at a particular time or at a particular place shall be honored as far as possible.
- vi) Time and number of calls and contents of conversation would be documented.
- vii) All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
- viii) During visits to customer's place for dues collection, decency and decorum shall be maintained.
- ix) 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.

## **7. COMPLAINTS AND GRIEVANCES**

### **7.1 Internal Procedures**

- i) If the customer wants to make a complaint, he/she shall be suitably advised as to :
  - How he/she can make a complaint i.e., phone, letter, email, etc.
  - The office address, email id, ., phone no., etc. where a complaint can be made and designated authority to whom the complaint can be made.
  - The time period within which a suitable reply would be made to his/her complaint.
  - If the complainant is not satisfied with the reply to his complaint, the authority designated by the Company to whom the complainant can approach for redressal of his grievances.
  - If the customer is still not satisfied then the matter would be looked into by a high level Authority/ Committee appointed/constituted by the Company in this regard. .
  - Our staff shall help the customer with any questions the customer has.
  - Details of Company's procedure for handling complaints fairly and quickly would be made available to the customers on its website. Where a complaint is received in writing from a customer, we would

endeavourer to send him/her an acknowledgement within three working days. If the complaint is relayed over phone at the Company's designated telephone-helpdesk or customer service number, the customer shall be provided with a complaint reference number and be kept informed of the progress within a reasonable period of time. After examining the matter, the Company shall send the customer its final response, or explain why it needs more time to respond and shall endeavourer to do so within 30 working days of receipt of a complaint and he/she should be informed how to take his/her complaint further if he/she is still not satisfied.

- IHFL has established a system where by access to the complaint handling process is made available free of charge to complainants. Complaints redress process & decisions to be taken for satisfactory/time bound resolution of complaints at various levels & escalation matrix to be followed by the respective official has been defined in Company's grievance redressal policy. Escalation matrix is attached as Annexure to the PFCs.
- After waiting for reasonable time ( i.e., more than thirty working days) from the date of his complaint, if customer feels his grievance has not been resolved to his/her satisfaction, he/she may like to approach Head of Customer Care or National Head of Operations and or National Housing Bank at their following address:

To  
The General Manager  
National Housing Bank  
Department of Regulation & Supervision  
(Complaint Redressal Cell)  
4<sup>th</sup> Floor, Core 5A, India Habitat Centre  
Lodhi Road, New Delhi-110003  
Emls: [crcell@nhb.org.in](mailto:crcell@nhb.org.in)

Or, Customer may lodge complaint to NHB through their online grievance lodging system also, called 'GRIDS' (Grievance Redress Information & Database System) though the link at <https://grids.nhbonline.org.in>

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

8.1 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 the prescribed statutory requirements which would cover following aspects:

- i) The customer shall be required to provide necessary documents or proof 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, additional information may be sought which the customer may voluntarily provide.
- 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 account. All necessary clarifications would be provided to the customer as may be sought by him/her.

## **9. DEPOSIT ACCOUNTS**

**No employee of the Company shall seek/accept deposit from public in any manner/form so long the Company maintains its registration status as 'non deposit accepting company'.**

## **10. LOANS**



10.1 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 provide loan to the customer for any reason, it shall communicate 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.

### **10.2 Applications for loans and their processing**

i) 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 the interest of the borrower, so as to enable the customer to make a meaningful comparison with those of other companies and make an informed decision.

ii) The company shall provide acknowledgement for receipt of all loan applications. The applicant will be informed about the time frame within which loan applications will be disposed while accepting application.

iii) 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 again.

iii) The Company shall convey to the customer the loan sanctioned along with the terms and conditions thereof. The company shall supply 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;

iv) No customer shall be discriminated on grounds of sex, caste and religion in the matter of lending. However, this does not preclude the Company from instituting or participating in special schemes framed for different sections of the society.

### **10.3 Requests for Foreclosure of Loan Account:**

Any request for foreclosure or transfer of a loan account, either from the borrower or from a bank/financial institution, consent or rejection of request for any reason(s) shall be intimated to the borrower about its admissibility. Foreclosures charges shall be applicable as per prevailing prepayment policy of the Company so framed in compliance to Regulatory Guidelines applicable at that point of time, which are displayed on our website.

#### **10.4 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.

#### **10.5 Closure of Loan Account and release of Securities/Documents:**

The Company shall release all securities on repayment of all dues and on realisation 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.

#### **10.6 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.

### **11. 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.

### **12.GENERAL:**

IHFL reserves to itself the right to revise/amend/delete/add/modify to the code in consonance of the underlining spirit of NHB guidelines, as mentioned hereinabove, and provide updates from time to time, at any time without prior individual notice and such alterations /deletion/addition shall be binding on the customers.

- If the Company needs to investigate a transaction on the customer's account and with the police/ other investigative agencies, the customer shall be informed to co-operate if IHFL needs to involve the client.
- IHFL will advise the customer in the event that if he/she 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 held responsible for the same

In case the customer need any support and clarification with respect to the code and practice and procedure adopted by IHFL in its normal course of business, the Customer can reach IHFL either by phone thru our toll free Helpline : 1-800-200-7777 or by e-mail at [homeloans@indiabulls.com](mailto:homeloans@indiabulls.com)/[customerservice@indiabulls.com](mailto:customerservice@indiabulls.com), or lodge complaints by email to [grievance\\_ihfl@indiabulls.com](mailto:grievance_ihfl@indiabulls.com) or may see the Grievance Redressal Policy of the Company displayed in website of the Company([www.indiabullshomeloans.com](http://www.indiabullshomeloans.com))

It shall be the general endeavor of the staff members and authorized representatives of the Company to maintain cordial relation with the customer all the time in the best interests 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 into a contract/agreement with the company.

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