

Bankers' Fair Practice Code (BFPC)

The Bankers' Fair Practice Code of Indian Banks' Association has been implemented in the bank. The Code sets out fair banking practices to be followed by banks while dealing with individual customers. It also provides you valuable guidance for your day-to-day operations.

The detailed document is as follows. The document is also made available at the branches for your perusal and a copy of the same can be obtained from the Branch Head on request.

APPLICATION OF THE CODE:

The Bankers Fair Practice Code (BFPC) applies to the following products and services offered by branches or by other delivery channels i.e. Tele-Banking, ATM, Net-Banking etc.

1. Deposit Products viz. Savings, Current and Term Deposits including providing information regarding Documentation Requirements and Interest rates, Cheque Book security measures, Cheque Clearing Turnaround Times, Interest Rates etc.
2. Loans and Advances Products including providing information regarding Documentation Requirements, Interest Rates & Associated Charges.
3. Foreign Exchange and Trade Finance Services including providing information regarding Documentation Requirements, Exchange and Interest Rates & Associated Charges.
4. Debit / Credit Cards including providing information regarding security measures of Cards & PIN for the customer to follow.
5. Collection and Remittance Services including providing information regarding Commissions levied by the Bank.
6. Any Third Party products offered by the bank – Insurance & Mutual Funds.

EFFECTIVE DATE:

The Code shall come into effect from June 15, 2005.

FORCE MAJEURE:

The various commitments outlined and made by the bank are applicable under the normal operating environment. In the event of Force Majeure, the Bank will not be able to fulfill the commitments under the Code to the entire satisfaction of the customers and the general public.

KEY COMMITMENTS:

The Bank's key commitments to the customers are:

1. Act fairly and reasonably while dealing with our Customers by ensuring that:
 - a. Services offered are in line with the standard procedures and practices
 - b. Our products and services meet the rules & regulations of the land
 - c. Our dealings rest on ethical principles of integrity and transparency
 - d. We provide secure and reliable payment services
 - e. The instances of financial difficulties are dealt with sympathetically and with positive perspective

2. Help customers understand our Products and Services by:
 - a. Ensuring provision of complete information about our Products & Services in English, Hindi and a vernacular language as understood by the customers
 - b. Providing all related information in person at the time of establishing customer relationship
 - c. Understanding customer needs and offering the product / service in line with customer's needs
3. Deal efficiently and effectively with the customer queries / complaints by:
 - a. Acknowledging customer complaint within 2 working days of its receipt
 - b. Resolving the customer issue to his/her satisfaction
 - c. Providing necessary guidance on products & services and rights & responsibilities of the customer

CUSTOMER INFORMATION:

Information to the customers shall be comprehensive enough and easily accessible through the multiple delivery channels including Marketing materials / Advertisements as and when applicable. The bank while providing the information shall ensure that:

1. The customers are able to understand and select products & services that meet their needs.
2. It outlines the documents required for establishing the relationship with the bank e.g. address proof, identity proof etc.
3. It provides complete details about the operational requirements of its products & services
4. The purpose of obtaining the non-mandatory information is made clear to the customers and customer's confirmation is obtained for using the information for cross selling the product and services of the bank / its associates / subsidiaries or third parties.
5. It provides complete details of the channels utilized by the bank for offering its products & services to the customers and also the process on how to utilize these channels.
6. It educates the customers about:
 - a. The functioning of product / service of his / her interest,
 - b. The various facilities available as part of regular banking viz. nomination, safe custody of articles etc.
7. It provides complete information / guidance to the customers / legal heirs in respect of deposits in the name of deceased persons.

INTEREST RATES:

1. Customers could obtain the interest rates through any of the following channels:
 - a. Notice board/ brochures available at the Branches
 - b. Telephone queries with the Branches
 - c. Designated staff member across the counter
 - d. Internet Banking
 - e. Website of the Bank (www.ingvysyabank.com)
 - f. Customer Service Line

2. Each customer is provided with the rate of interest which applies to the product chosen, when the interest will be paid / collected, the basis of calculation etc.
3. If requested, full explanation of how interest is worked out will also be given.
4. At the time of opening of Savings Bank Accounts, the customers will be informed of the interest rate that they will earn on the account, the basis of calculation, when the interest will be credited to their account etc. Presently the interest rate on Savings bank accounts is regulated by Reserve Bank of India.

Change in Interest Rates:

5. While all efforts are made to update the changes ahead of the interest rate changes, however, the changes to the interest rates will be updated in various delivery channels within 3 working days of the change becoming effective.
6. Changes in the interest rates on Bank's loan products will be informed to the customers from time to time through one or more of the following means:
 - a. By display in the Branch notice board
 - b. Internet Banking
 - c. Telephone
 - d. Bank's Website
 - e. Letters/ Brochures
 - f. Any other means of mass communication

CHARGES:

1. All customers will be provided with the schedule of service charges applicable to the products chosen by them.
2. Customers can also obtain the details of service charges from:
 - a. Any branch / designated staff members or product brochures
 - b. Customer Service Line
 - c. Bank's Website
3. Introduction of new charges or upward revision of existing charges will be informed to the customers through different delivery channels as listed above, at least, one month in advance of its effective / due date.
4. Charges applicable to usage of ATMs / Debit Cards, if any, will also be informed at the time of offering the product / service and through other delivery channels.

TERMS AND CONDITIONS:

1. While offering products / services the customers will be provided with the prevailing terms and conditions governing the product / service chosen by them.
2. The terms and conditions will be fair and reasonable, will be in plain and understandable language, and will clearly indicate the rights and responsibilities of the customers, third parties, if any, and the Bank. Legal and technical language will be used only when warranted.
- 2a. Copies of signed agreements executed by the customers will be made available against written requests provided by the customers.

3. Any changes to the terms and conditions and charges will be communicated to the customers by at least one of the following channels:
 - a. Letter
 - b. Telephone
 - c. Email
 - d. Display in the bank's notice board/ product brochures
 - e. Printed in the statement of account
 - f. Any other means of mass communication
4. Normally, changes to the terms and conditions (other than interest rates) will be made effective from a prospective date by providing one month's advance notice to our customers. In case the modifications are disadvantageous to the customer and the customer do not wish to avail the product/service on the modified terms and conditions, the customer has the option to close the account within one month from the effective date of the changes without having to pay the additional charges or interest for the interim period.
5. If the bank has done major changes or a lot of minor changes in a year, a copy of the new terms and conditions or a summary of the changes will be provided to the customers.

ADVERTISING AND MARKETING:

1. Bank will ensure that all advertising and promotional materials released by it are clear, fair, reasonable, and transparent to our customers.
2. Due care will be taken while sending marketing materials to the customers, particularly if it relates to loans or overdrafts and the customer is minor (under 18 years of age).
3. In case the Bank wishes to share or make use of the information / data provided by the customers for their marketing activities or for cross selling of the products of the Bank or its associates it will obtain the consent of the customers before doing so.
4. The Bank will provide its customers with the entire range of products and services including those offered by its associates, group companies, subsidiaries or companies with tie-up arrangements.
5. The Bank will inform the customers about the group / associate / entities or companies having business tie-up arrangements and will take their (customers) permission before permitting other companies to market / sell their products.

ACCOUNT OPERATIONS:

Statement of Account:

1. The Bank will provide a statement of account (or update the passbook where appropriate) to the customers at the intervals as provided in the relevant product information.
2. Customers have the option to request for statement of account at a higher frequency than the one offered under the product by paying charges for the same. Such changes shall be entertained at the specific request of the customers.
3. Customers having the ATM Card / availing Internet Banking facilities have the option to view transactions up to a limited period as available on these systems.
4. Customers can also opt to receive their statement of account through email, wherever the facility is available by making specific request for the same.

Clearing Cycle / Collection Services:

1. The Bank will provide all required information to its customers regarding the clearing / collection (outstation cheques) cycles, availability of funds for withdrawal / use and accrual of interest thereon.
2. Bank will provide immediate credit to customers' account for outstation cheque/s up to Rs. 15,000 and allow the customers to draw the same subject to terms and conditions as per Bank's Policy from time to time. While the customers in this connection may obtain the complete terms and conditions from any of the branches of the Bank, however, a few of the critical ones have been listed below:
 - a. Facility is offered to only individual depositors making written request (available on the reverse of the deposit challan).
 - b. Available only for accounts in existence for a minimum period of 6 months and subject to satisfactory operations in the account.
 - c. Aggregate value of immediate credit outstanding against a customer should not be more than Rs. 15,000/- at any given point of time in respect of this facility.
 - d. Available only at the base branch of the account holder.
 - e. Customers shall be liable to pay commission @ 0.5% of the amount of immediate credit or Rs. 50, whichever is higher along with out of pocket expenses, if any. Where the value of the instrument is more than the amount for which immediate credit was given, normal collection charges will be collected for the balance amount.
 - f. In case the cheque is returned unpaid, interest at IVRR (as on the date of return) + 2% will be charged from the date of return till the date of repayment to the bank.
 - g. Facility is offered only in respect of outstation cheques drawn on locations where the bank has its own branches.
3. In case of delay in collection of cheques, customers are entitled to receive interest as per the Bank's Policy on Cheque Collection in force.

Loss of instrument in transit

1. Bank will inform the loss of the instrument / cheque to the customer (payee) on the same day of having information about the loss so that the customer will take necessary action to ensure that cheques issued by him are not dishonoured due to non-credit of the amount of the lost cheques / instruments.
2. Bank will also advise the customer to get the payment of the cheque stopped by the drawer.
3. Bank will provide required assistance to the customers for obtaining duplicate cheque / instrument from the drawer / issuer.
4. Bank will reimburse the customer of all reasonable expenses incurred by the customer in obtaining duplicate cheque / instrument

Cash Transactions:

1. Customer shall ensure to count the currency notes before leaving the cash counter. Subsequent claims for shortage will not be entertained.
2. Customers / Bank Officials should not write anything on the face of the currency notes and NOT staple the currency notes in line with the guidelines of "Clean Note Policy" of Reserve Bank of India.

Direct Debits & Standing Instructions:

1. Information regarding how direct debits and standing orders work and their cancellation will also be provided on request.
2. The Bank will process the direct debits (ECS) mandates and standing instructions given by the customers subject to availability of funds.
3. Proper guidelines will be provided about the direct debit guarantee, which protect the customer against un-authorized debits to his account. Should there be any wrong debit to the customer account, the same will be refunded to the customer's account when detected internally by the bank or intimated by the customer of the same.

Cheques issued:

1. Cheques (original / copies) and other instructions issued by the customers will be preserved by the Bank as per the requirement of the law.
2. In case of any dispute within a reasonable period after the entry has been made in the account statement, the bank will give the cheque back to the customer or a copy as evidence.
3. In case the customer requires a copy of the cheque within reasonable period (3 months) of issuing, the Bank will provide the same.
4. Bank will inform the customers of the way / method to handle unpaid / out-of-date (stale) cheques.
5. In case the cheque presented by the customer is returned unpaid, then the same will be intimated by the bank in the form of a letter without any undue delay.

Foreign Exchange Services:

1. The Bank will provide the customers the details of the services, exchange rate and charges applicable for the transactions including the operational process where possible.
2. In case the customer wishes to transfer money abroad, the bank will guide the customers the method for transferring the money, the documents, if any, to be submitted and also provide the customers with:
 - a. Description of the service and how to use them
 - b. Timelines within which the money will be received by the beneficiary and the possible reasons that could result in the delay in the remittance
 - c. The exchange rate applicable / applied for the transaction
 - d. Details of commission and other charges that the customers have to pay
3. In case of receipt of money from abroad, the Bank will inform the customers:
 - a. The original Foreign Currency amount received
 - b. Charges deducted by the remitting bank, if any
 - c. Charges deducted by the bank, if any
 - d. The exchange rate applied
 - e. The value date of the transaction
4. The Bank will guide / provide the customers with the regulatory requirements relating to the foreign exchange services offered.

Protection of the Account:

1. The Bank will inform the customers about possible precautions (as included in this document) to be taken by them that shall enable them protect their accounts.
2. In case of loss / theft of chequebook, passbook, ATM / Debit Cards / PIN (Personal Identification Number) or other security information, the Bank will take immediate steps to prevent misuse once the same is notified by the customers in writing or other secured means.

CARDS & PINs:

1. The Bank will send a credit / debit card and PIN (Personal Identification Number) only if requested by the customers or as a replacement for the card / PIN which has been reported lost by the customers.
2. In case the customer notices any unauthorized / unrecognized card transactions, the Bank will provide the complete details of the transaction(s) to the customer.
3. The Bank will send the PIN separately and not along with the Card. PIN should be kept confidential by the customers.
4. The Bank will guide the customers about the Systems used by the Bank and the procedure for choosing / changing of the PIN to enable them use systems facilities offered by the bank.

CONFIDENTIALITY OF CUSTOMER'S PERSONAL INFORMATION

1. The Bank will treat the account and personal information of the customers as private and confidential (even after the relationship ceases to be in force).
2. The Bank will not reveal any of the transaction / personal details to a third party, including group entities, other than in the following cases:
 - a. Where the information has to be provided to statutory / law enforcement agencies / authorities
 - b. Where it is the duty of the bank towards the public to reveal the information
 - c. If it is in the interest of the Bank (for prevention of frauds etc.)
 - d. If the customer has specifically authorized the Bank to provide / reveal / share the information with group entities / associates / subsidiaries / agencies with whom the Bank has a tie-up arrangement for providing other financial service products.
3. Wherever the Bank has installed CCTV for close surveillance as part of security arrangements, the same will be indicated in the surveillance area.

WHAT CAN THE CUSTOMERS DO TO PROTECT THEIR ACCOUNTS?

This section covers the various ways and precautions that the customers could take to protect their accounts from misuse by unscrupulous elements.

Communication / Address:

1. Customers should keep their bank informed about the change in their address recorded with the Bank:
 - a. Name
 - b. Complete new address preferably with proof of new address
 - c. Phone / mobile number
 - d. Email address

Checking the Account:

1. Customers are recommended to check their statement of account / passbook / credit card statement etc. regularly and immediately on receipt of the same for their correctness.
2. Customer should inform the Bank of any discrepancy immediately to enable the Bank to sort out / rectify the same.
3. In case the Bank wishes to investigate certain transactions in the customer account, the customers shall co-operate with the Bank officials or any other statutory or law enforcement agencies as appropriate.

Taking Care – Chequebook, passbook, cards, PIN etc.:

1. Customers should:
 - a. Take care of their chequebook, passbook, debit / ATM cards, PINs and other security information to protect their monies and to avoid any misuse and prevent frauds in their accounts.
 - b. Not to keep the cheques book and cards together
 - c. Not to leave / keep any blank signed cheques
 - d. Not to allow / permit any other person to use his Debit / Credit / ATM Cards / PINs, Password or other security information.
 - e. Choose the PIN in such a way that they could remember the same easily.
 - f. Change the PIN regularly and whenever they feel that the same is known to some other person.
 - g. Memorize the PIN / Password or other security information and destroy the notice or mail immediately so that it does not fall into the hands of unscrupulous persons.
 - h. Note not to write down / record the PIN / Password or other security information.
 - i. Keep the cards safely in their personal custody.
 - j. Keep the PIN, password and other security information secret at all times.
 - k. Not give the account details, password, PIN and other security information to anyone even if the person is known to him or bank staff.
2. Precautions to be observed by the customers while issuing cheques:
 - a. While sending the cheques through post, ensure that the name of the beneficiary (payee) is clearly written preferably with carbon paper impression on the reverse to avoid chemical alterations.
 - b. Affix cheque protection tapes / cello tape on the amount in figures and name of the payee to avoid material alterations to the cheque.
 - c. Write the name of the bank, name of branch and the account number where the beneficiary is maintaining the account to avoid collection of cheques and crediting of the amount to some other account. E.g. Mr. Amrish Puri, SB A/c No. 123456 with ING Vysya Bank Ltd, Karol Bagh, New Delhi
 - d. Cross the cheque to ensure that it is paid to the payee only.
 - e. Draw a line through unused space on the cheque to avoid unauthorized addition of name / numbers in the blank space.

Precautions – Using Internet Banking:

Customers should:

1. Visit the Bank's Internet Website (www.ingvysyabank.com) directly.
2. Avoid accessing the Bank's Internet Website through a link from another site and verify the domain name displayed to avoid spoof websites.
3. **Ignore** any e-mail purportedly received from the Bank requesting to provide their Password / PIN
4. Not access the Bank's Internet Website through Cyber / Internet Cafes.
5. Update their PC with the latest anti-virus software regularly.
6. Install a suitable firewall in the computer to protect the PC and its contents from hacking which will be an added security.

What to do if the customer loses the chequebook, passbook, debit / credit card or disclosure of PIN / Password etc.?

1. The customers should immediately on detection inform the Branch / Customer Service Line about the loss of chequebook, passbook, cards etc.
2. Should the customer suspect that his / her password / PIN has become known to someone else, he shall take appropriate steps to change the password / PIN etc.
3. Customers could inform the Bank of the loss of chequebook, passbook, cards etc. in writing by personal visit to the branch or through the Customer Service Line.
4. Customers can also inform the same through phone, email etc. however this should be followed by a written confirmation.

Cancellation of Payments:

1. Customers could cancel a payment or series of payments which have been authorized by them by following the steps below:
 - a. Stop payment of cheque/s
 - b. By placing written request for cancellation of standing instructions given
 - c. In respect of ECS debits, customers could inform in writing 30 days in advance the originator and also the branch

Liability for Losses:

1. In case it is discovered that the customer is involved or facilitated a fraud in his account, the entire loss on account of the fraud will be to the account of the customer.
2. Should the customer act without taking reasonable care or without exercising due diligence thereby resulting in a loss, the entire loss will be to the account of the customer.
3. In case the customer does not follow the precautions listed in this document and incurs loss in his account, the entire loss will be borne by the customer.
4. In respect of cards, customer liability will be limited for the misuse as indicated by the Bank at the time of issuing the card unless it could be proved that the customer has acted fraudulently or without exercising reasonable care.

LOANS AND ADVANCES:

1. Before lending money to the customer, renewing the existing facility or sanctioning increase in the existing facility or issue of credit cards or other borrowings, the Bank will make its own assessment of the customer's ability to repay the loan / borrowings.
2. At the time of lending money or renewing the existing facility or increasing the existing facility, the Bank will inform the customers whether the amount of the loan / overdraft is repayable on demand or otherwise.
3. In the case of small borrowers/retail loan applicants up to Rs.2 lacs, wherever possible, the Bank will convey in writing, the main reason/reasons which, in the opinion of the Bank after due consideration, have led to rejection of the loan application.
4. If the customer wants the bank to accept a guarantee or other security from a third party for the liabilities of the customer, the bank may ask the customer to give confidential information about his finances to the third party / persons giving security or to their legal adviser. The bank will also:
 - a. Encourage the third party to take independent legal advice to make sure that he/she understands his/her commitment and the possible consequences of his/her decision (where appropriate, the documents will contain these recommendations as a clear and obvious notice)
 - b. Advise the third party that by giving the guarantee or any other security he/she may become liable instead of or as well as and along with the party (customer) involved.
 - c. Advise him/her what their liability will be.

FURTHER ASSISTANCE:

Complaints / Grievances & Feedback / Suggestions:

1. Customers will be informed of the procedure for lodgment and resolution of a complaint wherever the same is requested by the customer.
2. Customers will also be informed of remedial measures in case they are not satisfied with the redressal of the complaint.
3. Customers could obtain clarifications from the Branches / Staff members.
4. The Bank will provide a written acknowledgement of the complaint within 2 days from the date of receipt of the complaint.
5. The Bank will investigate the complaint and provide the final or other response within eight weeks from the date of receipt of the complaint.
6. The Bank will also inform the customers of the procedure for escalation of the complaint to higher authorities in case the customer is not satisfied with the way the complaint was handled.

Banking Ombudsman Service & Other avenues for Redressal:

1. If the customer does not receive a satisfactory response from the Bank within 60 days from the date of lodging the complaint and wish to pursue other avenues for redressal of the grievances, he could approach the "Banking Ombudsman" appointed by the Reserve Bank of India under "Banking Ombudsman Scheme 2002".
2. Details of the Banking Ombudsman Scheme are displayed in the Branch notice boards.

3. Bank's staff members will provide the required assistance and help to the customer in this regard.

Feedback & Suggestions:

1. Customers are encouraged to provide their valuable feedback on the products and services of the Bank.
2. The Bank will take necessary steps to implement / improve the existing products / service in respect of all viable suggestions.

MONITORING:

1. The Bank has nominated a Nodal Officer at their Corporate Office to ensure compliance of the BFP Code.
2. The name and address of the current Nodal Officer is furnished below:
Mr. K. Murali,
Vice President – Operations,
ING Vysya Bank Ltd.,
22, M G Road,
Bangalore – 560 001.
Email: muralikesavan@ingvysyabank.com
3. Internal Audit Department (IAD) of the Bank will ensure that the Code has been implemented across the Bank and is adhered to by the Branches and other units / offices. IAD will include this as part of their audit procedure and form part of the audit report.
4. A Standing Committee consisting of a panel of three reputed persons with banking background will monitor "Bankers' Fair Practice Code". The Standing Committee will operate from the office of Indian Banks' Association.

MORE INFORMATION ABOUT THE CODE:

1. Customers who require clarifications on the Code, may contact:
Indian Banks' Association
Stadium House, Block II & III
Veer Nariman Road, Mumbai – 400 020
Telephone: 022 – 22844999 Fax: 022 – 22835638
Email: ibastadium@vsnl.net Website: www.iba.org.in
2. All the Branches of the Bank & the Bank's Website (www.ingvysyabank.com) will display a notice explaining how the customers could obtain a copy of the Code on making a request.

ANNEXURE:

The definitions used in the Code and the meaning of the words and terms used are explained in this section. These are not precise legal or technical definitions.

ATM:

An automated teller machine (ATM) or freestanding machine, in which a customer can use his cards to get cash, information and other services.

Card:

A general term for any plastic card which a customer may use to pay for goods and services or to withdraw cash. In this Code, it includes debit, credit, or ATM Cards.

Customer:

A person who has an account (including a joint account with another person or an account held as an executor or trustee, but not including the accounts of sole traders, partnerships, companies, clubs and societies) or who receives other services from a financial institution.

Originator:

A company (either a retail or service organization / provider) which collects payments from a customer's account in line with the customer's instructions / mandate.

Other Security Information:

A selection of personal facts and information in an order which only the customer knows and is used for identification while accessing his /her account.

Out-of-date (Stale) Cheque:

A cheque, bearing a date older than six month from the date of presentment for processing.

Password:

A word or an access Code, chosen by the customer that allows him/her to use a phone or Internet banking service and also used for identification of the customer.

PIN (Personal Identification Number):

A confidential number, which allows customers to transact electronically - buy things, withdraw cash and use other facilities offered electronically by the Bank.

Security:

A word used to describe valuable items such as title deeds to houses, share certificates, life insurance policies and so on, which represent assets used as support for a loan or other liability.

Unpaid Cheque:

This is a cheque, which, after being paid into the account of the person it is written out to, is returned "unpaid" (bounced) by the financial institution whose customer issued the cheque.