

JIYO EASY HANDBOOK

This Handbook lays out the Terms and Conditions which shall be applicable to Savings and Current accounts which are existing or may be opened anytime in future with ING Vysya Bank Limited. Reference to masculine shall include the feminine and neuter gender. The Bank refers to ING Vysya Bank Limited., a banking company governed under the Companies Act 1956.

The Customer unconditionally accepts and agrees to comply with and be bound by these Terms and Conditions, as in force from time to time. Without prejudice to the foregoing, the use of the Account by the Customer will be deemed acceptance of the terms and conditions. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions.

The Terms and Conditions in the *jiyo easy* Handbook including any changes/modifications from time to time shall govern the relationship including, without limitation, all transactions relating to the operation and maintenance of the Account between the Customer and the Bank.

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GENERAL TERMS AND CONDITIONS

The Customer shall abide by the terms and conditions of the Jiyo Easy Handbook and rules in force and the changes thereto from time to time relating to the Account.

The opening and maintenance of the Account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.

The Bank shall be at liberty to close the Account at any time by giving at least 30 days notice under normal circumstances.

The Bank shall at its sole discretion, amend any of the services/facilities either wholly or partially at any time and/or provide an option to the Customer to switch to other services/facilities.

The Customer shall inform the Bank immediately of any change of address failing which the Customer shall be responsible for any non-receipt of communication/deliverables.

All instructions relating to the Account will be issued to the Bank as per acceptable mode of communication to the Bank.

The Customer shall preserve the cheque book/ATM Card carefully. In case of loss/theft of the same, the Customer shall immediately inform the Bank in writing.

The Customer shall maintain the minimum balance in the account as prescribed by the Bank from time to time.

The Customer shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank may levy with respect to the Account or any transaction or services rendered and the same may be recovered by the Bank by a debit to the Account. In case of non-availability of adequate funds the charges will be debited to the Account over a period of time till the entire amount is recovered.

The Bank shall send the communications/letters etc. through courier/messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising therefrom.

The Bank will, unless requested by the Customer in writing to the contrary, issue cheque book on the opening of the Account. Further issue of cheque books will be only against written requisition by the Customer or through ATM, PhoneBanking or NetBanking.

The Customer shall ensure that there would be sufficient funds/cleared balance/pre-arranged credit facilities in the Account for effecting transactions.

In the event of an Account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of Accounts of the Customer.

The Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non availability of any of services/facilities due to technical

fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.

The Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:

- For participation in any telecommunication or electronic clearing network
- In compliance with a legal directive
- For credit rating by recognized credit rating agencies
- For fraud prevention purposes
- To credit information bureaus.

The Bank may review/revise the fees, services and other charges, if any, from time to time with prior notice.

The Bank may at its sole discretion use any one or more third party service providers for providing services and such services will be purely on delivery agreements and do not purport to be that of Principal and Agent.

MI-B@NK

Terms And Conditions Governing the Use Of Internet Banking Service of Bank Bank Limited - "Mi-b@nk"

1. **Definitions:** In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise

(i) Internet service means "mi-b@nk" - Internet Banking Service provided by Bank Bank Limited hereinafter referred to as the "Bank"

(ii) **ACCOUNT (S)** refers to the Customer 's Bank Account and/ or Loan Account and/ or Automobile Loan Account and/ or Consumer Durable Loan Account and/ or any other type of account (each an "Account" and collectively "Accounts", so maintained with the Bank which are eligible Account(s) for operations through the use of Mi-b@nk. One of these Accounts will be designated as the Default Account and all other accounts (if any) of the Customer referred to as Default Account(s).

(iii) **MI-B@NK** refers to the trade name of the Bank's Internet Banking Service which provides to the Customer through Mi-b@nk, service such as enquiry about balance in their Account(s), details about transactions, statement of Accounts, transfer of funds and other services as the Bank may decide to provide from time to time to their Customers.

(iv) The Bank reserves the right to add, revise suspend in whole or in part any of the Services provided by each of them, without any notice, provided through Mi-b@nk and these shall be binding on the Customer. By using these Services, the Customer shall be deemed to have accepted the Terms and Conditions mentioned herein, subject to their modification from time to time.

LINKED ACCOUNTS refers to the Default Account(s) (designated by the Bank) of the Customer.

2. **Applicability of Terms:** The Terms mentioned herein below form the contract between the Customer and the Bank for Mi-b@nk unconditionally. An interested Customer shall apply to the Bank in the prescribed form for use of Mi-b@nk. The Bank shall be entitled at its sole discretion to accept or reject such applications. By applying for Mi-b@nk for the first time, the Customer acknowledges and accepts the Terms.

3. **Mi-b@nk Service:** The acceptance of the registration and the acknowledgement thereof does not automatically imply the acceptance of application for Mi-b@nk. The Bank will advise from time to time the Internet software such as Browsers and other user compatibilities, which are required for using Mi-b@nk, which may be modified from time to time. There will be no obligation on the part of the Bank to support all the versions of the Internet software.

4. **Unauthorized Access:** The Customer shall take all necessary precautions to prevent unauthorized and illegal use of the Services and unauthorized access to the Accounts provided by Mi-b@nk.

5. **Mi-b@nk Access:** The Customer, whose application is accepted by the Bank, would be allotted a Mi-b@nk Customer id and secret a password by the Bank in the first instance. The Customer will be compulsorily required to change the password assigned by the BANK on accessing Mi-b@nk for the first time. As a safety measure the Customer shall change the password as frequently thereafter as possible.

6. **Mi-b@nk Password:** (i) The Customer unconditionally undertakes to have Mi-b@nk password of at least eight digits and a maximum of sixteen digits and ensure that the same is kept confidential.

(ii) If the Customer forgets the password, the Customer can request for the issue of a new password by sending a written request or by sending an email from the authenticated email id of the Customer, to the Bank and this shall not be construed as the commencement of a new contract.

iii) The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by the Bank regarding his/her accounts or carrying the instruction of the Customer pursuant to the use of Mi-b@nk and the Customer fully indemnifies and holds harmless the Bank in that behalf.

(iv) The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Bank does not assume responsibility on his/her behalf.

7. **Charges:** The Bank reserves the right to charge and recover from the Customer service charge for providing the Mi-b@nk internet service. The Customer hereby authorises the Bank to recover the service charge by debiting the Account/ Accounts of the Customer or by sending a bill to the Customer who will be liable to make the payment within the specified period.

8. **Maintenance of Sufficient Balance:** The Customer shall ensure that there are sufficient funds (or prearranged credit facilities) in the Bank Account for operations through the Mi-b@nk service, and the Bank shall not be liable for any consequences arising out of their failure to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that the Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest the resulting overdraft, advance or credit thereby created and for all related to costs and charges. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control.

9. **Authority to the Bank for Mi-b@nk:** (i) The Customer irrevocably and unconditionally authorises the Bank to access all his Accounts including his Bank account for effecting banking or other transactions performed by the Customer

through Mi-b@nk. The instructions of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed procedure Clause 6 for Mi-b@nk. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer other than by these means of verification. (ii) The read-out, the faxed /email output or the printed output, if any, that is received by the Customer at the time of operation of Mi-b@nk service is a record of the operation of the transaction by the Customer and shall not be construed as the Bank's own record of the transaction maintained through their computer system or otherwise and shall not be accepted as conclusive and binding evidence for all purpose. All the records of the Bank generated by the transactions arising out of the use of Mi-b@nk service, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. (iii) While the Bank shall endeavour to carry out the instructions promptly, it shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

10. Joint Accounts: In case of Joint Accounts, financial transactions through Mi-b@nk service, will be available if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor'. The Customer desirous of using the Mi-b@nk service should either be the account holder and sole signatory or authorised to act independently in case of a Joint account. For such Joint accounts, one Customer -ID and password for Mi-b@nk will be issued to each of the Joint account holders when requested. The other Joint account holders shall expressly agree with the arrangement and give their consent on the application form for use of Mi-b@nk. In case of joint accounts operated by more than one Customer the Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence will be addressed to the first named person only. All transactions arising from the use of Mi-b@nk in the Joint account shall be binding on all the Joint Account holders, jointly and severally.

11. Instructions: All instructions for operating the Mi-b@nk service shall be given through internet for Mi-b@nk by the Customer in the manner indicated by the Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to operate Mi-b@nk. The Bank shall not be required to independently verify the instructions unless countermanded by further revocatory instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it thinks fit. The Bank will not have any liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying the Customer s instructions. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction; and have the right to suspend the operations through Mi-b@nk if they have reason to believe that the Customer 's instructions will lead or expose to direct or indirect loss or may require a specific indemnity from the Customer before continuing to operate the Mi-b@nk.

12. Accuracy of Information: The Customer is responsible for the correctness of information supplied to the Bank for use of Mi-b@nk. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If

the Customer notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank who will endeavour to correct the error wherever possible on reasonable efforts basis.

13. The Bank shall not be liable for any unauthorised transactions occurring through the use of Mi-b@nk and the Customer hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

The Bank under no circumstance will be held liable if Mi-b@nk access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank, by the Customer or any other third party. Under no circumstances the Bank shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of Mi-b@nk shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the operations through Mi-b@nk at the discretion of the Bank.

14. **Indemnity:** In consideration of the Bank providing the Customer the Mi-b@nk service, the Customer shall indemnify and hold the Bank including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank executing the Customer 's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Mi-b@nk or for any action taken or omitted to be taken by the Bank its officers, employees or agents, on the instructions of the Customer . The Customer will pay to the Bank such amounts as may be determined to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

15. **Disclosure of Information:** The Customer agrees that the Bank or their contractors may hold and process his Personal Information and all other information concerning with his Account (s) on computer or otherwise in connection with the Mi-b@nk service as well as for analysis, credit scoring and marketing. The Customer agrees that the Bank may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, for fraud prevention purposes.

16. **Change of Terms and Conditions:** The Bank have the absolute discretion to amend or supplement any of the Terms of use of Mi-b@nk at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. Changed terms and conditions for the new Services introduced shall be communicated to the Customer. By using the new Services, the Customer shall be deemed to have accepted the changed terms and conditions.

17. Non-Transferability: The grant of facility of Mi-b@nk access to a Customer is not transferable under any circumstance and shall be used only by the Customer as per the terms mentioned herein.

18. Termination of Mi-b@nk: The Customer may request for termination of service facility any time by giving a written notice of at least 15 days to the Bank. The termination shall take effect on the completion of the fifteenth day. The Customer will remain responsible for any transactions made through Mi-b@nk service until the time of such termination. The Bank may withdraw or terminate the Mi-b@nk service anytime either entirely or with reference to a specific service or Mi-b@nk service or in case of breach of terms and conditions by the Customer without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer. Clause 13 & 14 shall survive the termination of this agreement for any reason whatsoever.

19. Notices: Notices under these terms can be given by the Bank and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer. In addition, the Bank may also publish notices of general nature, which are applicable to all Customers of Mi-b@nk service in a newspaper or on its website. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

20. Governing Law: These terms and conditions and/or the operations in the Accounts of the Customer maintained by the Bank and/or the use of the service provided through Mi-b@nk shall be governed by the laws of India. The Customer and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Bangalore, India as regards any claims or matters arising under these terms and conditions. The Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that Mi-b@nk can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and/or the operations in the accounts of the Customer and/or the use of Mi-b@nk.

21. The Bank's Lien: The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the CUSTOMER 's Default Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Mi-b@nk services availed and/ or used by the Customer.

22. Proprietary Rights: The Customer acknowledges that the software underlying the Mi-b@nk as well as other Internet related software which are required for accessing Mi-b@nk are the legal property of the Bank. The permission given by the Bank to access Mi-b@nk will not convey any proprietary or ownership rights in the above software.

23. General: The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. (1) The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. The Bank may transfer or assign its rights and obligations under this contract to any other entity. (2) Mi-b@nk would operate during timings specified by the Bank from time to time and

transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.

MOBILE BANKING

Definitions

"Accounts" shall mean bank account and/or credit card account and /or any other type of account so maintained by the Customer with Bank or any of its Affiliate which is eligible for the Facility being offered (each an "Account" and collectively "Accounts");

"Customer" shall mean a customer of Bank or of an Affiliate or any person who has applied for any product/service of Bank.

"Facility" shall mean Mobile Banking facility (which provides the Customers, Services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by Bank from time to time.

"Mobile Phone Number" shall mean the number specified by the Customer to Bank and is on Bank's record either through mi-bank (Internet Banking), through the Phone Banking or in writing either through any Form provided by Bank .

"Mobile Banking Activation Code" shall mean the activation code provided to the Customer in a PIN Mailer for activation of Mobile Banking Facility.

"Mobile Banking PIN" shall mean a Self-created login PIN that would be used by the Customer in order to log on to Mobile Banking Application once it is activated.

"Personal Information" shall mean the information about the Customer obtained in connection with the Facility.

"Website" refers to www.ingvysyabank.com or any other website as may be notified by Bank from time to time.

By using this Facility, the Customer shall be deemed to have accepted the Terms and Conditions mentioned herein, subject to their modification from time to time.

These terms and conditions together with the application made by the Customer and as accepted by Bank shall form the contract between the Customer and Bank, and shall be further subject change with shall be notified on the Website and to such terms as Bank may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing Bank Phone Banking, Bank Internet Banking and relating to any Account of the Customer and /or any other product/services provided by Bank

Application

The Facility can be applied for at the Branches/ Phone Banking / mi-bank or any other mode intimated by Bank from time to time.

Request for the Facility made by the existing Customer through Branches, Phone Banking or mi-bank shall be accepted only after authentication of the Customer through any mode of verification as may be stipulated by Bank from time to time as may be decided at the discretion of Bank. For new Customers the Facility would be provided by default as a part of Pre Generated Kit.

Bank shall send a URL to the customer on the Mobile Number as provided by the Customer. The Mobile Banking Application should be downloaded and installed by the Customer on his Mobile phone. The Customer should use the Mobile Banking Activation Code provided by Bank to activate the application.

The Customer creates his own login pin and answers his secret question on his first login.

SMS containing the URL for Mobile Banking shall be sent at the customers' Mobile number within 5 days of the request.

The Mobile Banking Activation Code shall get disabled automatically after 45 days from the date of issue if not used by the customer to activate his Mobile Banking Application.

The Bank shall be entitled at its sole discretion to accept or reject such applications. By applying for the Facility, the Customer acknowledges and accepts these terms and conditions.

Activation Process

The Activation Process begins when the Customer downloads the Mobile Banking Application and installs the same on the Mobile and logs in for first time using the Mobile Banking Activation Code sent / given through a PIN mailer by Bank Bank.

Step1: Customer launches the Mobile Banking Application on his/her Mobile and the Application is launched successfully.

Step2: The Application will prompt the Customer to key in his Login Id and Mobile Banking Activation Code first.

Step3: Then Customer will be prompted to create a 6 digit Mobile Banking Pin.

Step4: Next Customer will be prompted with list of Secret questions and Application expects the Customer to select one question from it.

Step5: Then Customer will enter an answer to the Secret question selected in the previous screen.

Step6: Now the Mobile Banking Application sends activation request to Bank and it shall process the same and activate the Customer.

Step7: The Mobile Banking Application will initiate an automatic synchronization and the Customer details like account numbers, payees, billers etc shall get synchronized.

Step8: Now the Customer is ready to use Bank Mobile Banking Services.

Joint Accounts

In case of Joint Accounts, financial transactions through the Facility will be available if the Mode of Operation is indicated as 'either or survivor' or 'anyone or survivor'. The Customer desirous of using the Facility should be either a sole Account holder or authorised to act independently. In case of joint accounts, the written mandate of other account holders authorising the Customer to use the Facility would be required. In case of Joint Accounts operated by more one Customer the Bank shall act on the instruction received first and any subsequent instruction shall be neglected. All correspondence shall be addressed to the first named person only. All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally. An Account in the name of the minor, in which a minor is a joint account holder or any account where the Mode of Operation is joint, is not eligible for the Facility.

Availability

The Bank reserves the right to add, revise, suspend in whole or in part any of the services under the Facility, for any reason whatsoever and without notice, and these shall be binding on the Customer.

Authority to Bank

The Customer irrevocably and unconditionally authorises Bank to access all his Accounts for effecting Banking or other transactions of the Customer through the Facility. The Customer further authorizes Bank to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as it is necessary to give effect to any instruction.

Records

All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to Bank.

The Customer accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of Bank.

Instructions

All instructions for using the Facility shall be given in the manner indicated by Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to Bank and the same shall be considered to be sufficient to provide the Facility. The Bank shall not be required to independently verify the instructions unless countermanded by further revocatory instructions. Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction or execute stop payment instructions issued by the Customer. Where Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it thinks fit. Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction; and have the right to suspend the operations if Bank has reason to believe that the Customer's instructions will lead or expose to direct or indirect loss or may require a specific indemnity from the Customer discontinuing the Facility.

The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number, Mobile Banking PIN or Transaction password or through any other mode of verification as may be stipulated at the discretion of Bank

Bank shall endeavor to carry out the instructions of the Customer promptly, provided that Bank shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of Operational system or due to any requirement of law.

Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times. Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by him, he shall advise Bank as soon as possible and Bank will endeavor to correct the error wherever possible on a best effort basis

Disclaimer of Liability

Bank shall not be liable for any unauthorized transactions occurring through the use of the Facility and the Customer hereby fully indemnifies and holds Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

The Customer agrees that the access to the Facility shall be only through the Mobile Phone Number registered with Bank and any transaction shall originate from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer

Under no circumstance, Bank shall be held liable if the Facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank. Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by Bank or will result in suspension of the Facility to the Customer at the discretion of Bank.

Notwithstanding anything to the contrary provided in this terms and conditions, Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a Cellular services provider or any third party service provider (whether appointed by Bank in that behalf or otherwise).

Disclosure of Information

The Customer agrees that Bank may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis, credit scoring and marketing. The Customer also agrees Bank may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention purposes.

Mobile Banking PIN

The Customer is solely responsible for protecting his Mobile Banking Login PIN and Secret answer created by him for the use of the Facility.

The Customer agrees and acknowledges that Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by Bank regarding his/her accounts or carrying the instruction of the Customer pursuant to the use of the Facility and the Customer fully indemnifies and holds harmless Bank in that behalf.

The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. Bank does not assume responsibility on his/her behalf.

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of the Facility and unauthorized access to the Accounts of the Customer.

Indemnity

In consideration of Bank providing the Facility, the Customer agrees to indemnify and hold Bank including its officers, employees and agents safe, harmless and indemnified from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Bank may incur, sustain, suffer or be put to at any time in connection with Bank executing the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence of acting on or omitting or refusing to act on any instructions given by Customer. The Customer will pay to the Bank such amounts as may be determined to be sufficient to indemnify it against such, loss or expenses even though they may not have arisen or are contingent in nature

Fees

Bank shall reserves the right to charge and recover such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer. The charges payable by the Customer is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Customer on a monthly basis. The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

Non- Transferability

The grant of access to Facility to the Customer is not transferable under any circumstance and shall be used only by the Customer as per the terms mentioned herein.

Termination

The Customer may request for termination of the Facility any time by giving a written notice of at least 15 days to Bank. The termination shall take effect on the completion of the fifteenth day. The Customer will remain responsible for any transactions made through the Facility until the time of such termination.

Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. The closure of all Accounts of the Customer will automatically terminate the Facility. Bank may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

Notices under these terms can be given by the Bank and the Customer in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case of Bank at its office at Bank Bank, Bank House, No 22 M.G Road, Bangalore 560005. In addition Bank may also publish notices of general nature, which are applicable to all Customers, in a newspaper or on its website. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

Governing Law

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Bangalore. Bank accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that a Customer in a country other than India can access the Facility does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

Bank's Lien

Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's Default Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Facility availed and/ or used by the Customer.

Proprietary Rights

The Customer acknowledges that the software underlying the Facility as well as other related software, which are required for accessing the Facility, are the legal property of Bank. The permission given by Bank to access the Facility will not convey any proprietary or ownership rights in the above software.

General

The clause headings in this agreement are for only for convenience and do not affect the meaning of the relative clause. (1) Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Bank may transfer or assign its rights and obligations under this contract to any other entity. (2) The Facility would be

available during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.

Help Desk

In case of any complaints/ grievances pertaining to the use of the Facility, the Customer can lodge the same with our Phone Banking executives on the following number:

1-800-425-9900 Toll-free

The Customer can also call us on any of the numbers listed below - 24*7

Bangalore: **080 3030 9900**

Chennai: **044 4224 5466**

Delhi and NCR: **981808 5466**

Mumbai: **022 4009 5466**

AP Circle: **986666 5466**

Customer can also send us an email at customerservice@ingvysyabank.com or contact us through Customer's mi-b@nk mailbox.

DEBIT CARD

Non-Transferability:

The card is not transferable and shall be used only by the DEBIT cardholder.

Primary Account:

Primary account shall mean the account nominated by the DEBIT cardholder as the account is to be operated by using the card. Only a satisfactorily conducted S8 or Current Deposit account of the DEBIT cardholder, which can be freely operated by his single signature, can be nominated as primary account.

Personal Identification Number (PIN):

PIN is the secret number *given* to the cardholder, which is identified by the ATM for enabling operations on the ATM. The ATM cardholder should immediately on receipt of the PIN, change the same to a PIN of his choice by using the card at the Bank Bank ATM. This changed PIN, should thereafter be used by him for all his future transactions till he changes the PIN further.

ATM centers and use of CARD:

The DEBIT cardholder shall use the card at such ATM centers of the bank and/or other affiliated institutions as notified from time to time.

Authority to DEBIT the Account:

The DEBIT cardholder along with the joint account holders, hereby agree and undertake to pay all the monies that are due and payable to the bank arising out of the withdrawal amounts on use of the card and further, the DEBIT cardholder along with the joint account holders, if anyone authorises the bank to debit his/her account designated as primary account with the amounts of withdrawals or transfers in accordance with the Bank's record of transactions. All transactions arising from the use of the card, to operate a designated joint account, shall be binding on all the account holders, jointly and severally. If any transaction made by the user results in overdraft in the primary account, interest would be charged as per the Bank's rules prevailing at that point of time. All fees/charges related to the card, as determined by the Bank from time to time, will be recovered by debiting the primary account. It will be the responsibility of the account holder to maintain sufficient funds for ATM transactions.

Deposit Transactions:

There shall not be any signed receipts for deposits. Transactions of deposits shall be subject to verification by the Bank's officials or its designated persons when the deposit envelopes are opened and cash/cheques verified as per the time schedule of each ATM center. In case of any discrepancies whatsoever,

the Bank's decision shall be final and binding upon the customer's deposit involving mutilated or soiled notes will be subject to final acceptance/reimbursements by RBI and until then the amount covering such notes will be held in a suspense account. Deposits involving foreign currency otherwise considered unacceptable will be referred at the DEBIT cardholder's cost, risk and responsibility.

Delay in Transactions:

All transactions in particular, deposits shall be subject to delay, due to transit period. The Bank shall not be responsible for any loss or damage or inconvenience caused to the DEBIT cardholders due to such delays.

Responsibility for Transactions: All transactions done with this card whether at the Bank's own ATMs or at other Bank's ATMs will be deemed as authenticated transactions done by the DEBIT cardholder himself/herself, and/or with his/her knowledge/authority, expressed or implied, notwithstanding any claims or circumstances to the contrary. The DEBIT cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of the card. In case of Primary Account, which is Non- Resident-Ordinary/External Accounts, it will be the sole responsibility of the DEBIT cardholder to comply with the rules and regulations/norms laid down by the RBI with regard to the operations of such accounts.

Transactions Recorded:

The DEBIT cardholder shall accept the Bank's record of the transactions as conclusive and binding for all purposes. The printed slips produced at the ATMs as the DEBIT cardholder's instruction records, on completion of transaction each time, shall not be allowed unless the card is surrendered and dues, if any, against it, are paid.

Change in Status of Primary Account:

Closure, transfer or any change in operational mode of the Primary Account will not be allowed unless the Card is surrendered and dues, if any, against it, are paid.

Notice to withdraw Deposit or Close the Account: If the DEBIT Cardholder desires to close the primary Account or withdraw any DEBIT card linked deposit or even otherwise decides to terminate the use of the ATM facility, he shall give the Bank not less than seven day's notice in writing and forthwith surrender the card to the Bank issuing branch and obtain a receipt thereof.

Joint Primary Account:

In case of a joint account, the other joint account holders should expressly agree with and give his/her/their consent to the Bank to issue the DEBIT card to the applicant at its discretion on the terms and conditions governing such issue and in case the joint account holder desires to give stop payment! Stop transaction instructions in respect of operations by using the card, at least seven day's prior notice in writing

will have to be given to the Bank to do so, so as to enable the Bank to inform all Banks/DEBIT centers participating in the network to take steps in its discretion to carry out the instructions.

Renewals/Refusal Termination of the Card:

The Bank shall be entitled in its absolute discretion to refuse to issue/renew a card to any DEBIT cardholder or withdraw the card and/or services thereby provided at any time. The Bank shall terminate the DEBIT card facility with immediate effect upon the occurrence of the following events:

- i. Failure to adhere to or comply with the terms and conditions herein set forth.
- ii. On event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank.
- iii. The DEBIT cardholder becoming the subject of any bankruptcy, insolvency proceeding or proceedings of similar nature.
- v. Reported lunacy/unsound mind of the DEBIT cardholder.
- vi. If it is deemed by the Bank that the facility is misused/improperly used in any way.
- vii. If any adverse report is received from any of the Banks/Branches in the network, notwithstanding termination of Bank Bank International Debit Card facility, the transaction already processed but reported to the Bank Bank International Debit Cardholder's branch after the termination shall be put through the International Debit Cardholder's account.

Indemnification:

Bank Bank International Debit Cardholder shall indemnify the Bank for all the losses, claims, proceedings, damages, actions, costs and expenses caused directly or indirectly by his/her act of commission/omission contrary to any of the terms and conditions or even otherwise.

Bank's Lien:

The Bank shall have its lien irrespective of any other lien or charge on the Bank Bank International Debit Cardholder's deposit, present as well as **future, held in the designated primary and secondary account as well as in the** term deposits linked with Bank Bank International Debit Card facility whether in his/her single name or joint names to the extent of all outstanding dues, whatsoever, arising as a result of the Bank Bank International Debit Card services extended to and/or used by him/her.

Loss/ Theft of the card:

Bank Bank International Debit Cardholders shall advise the ATM center or branch of the Bank issuing the card, as promptly as possible in writing, of the loss of the card. The Bank Bank International Debit Cardholder shall however, be responsible for all transactions effected by the use of the card until it is confiscated/cancelled.

Replacement card:

Cards broken or damaged while in use or otherwise, or lost however, will not be replaced free of cost. A replacement card may however be issued at the Bank's discretion against a fresh application and (1) a suitable indemnity in case of a lost card (2) a surrender of card if it is broken or damaged as the case may be. Usual charges will be payable in all cases. Issuance of replacement card shall not amount to a fresh contract.

Honoring of the card:

The Bank shall under no circumstances be liable to the Bank Bank International Debit Cardholder, if the card is not honored in the desired manner for whatsoever reason or if DEBIT service at any center/branch/Bank is disrupted.

Card Ownership:

The card shall remain the property of the Bank and will be surrendered to the Bank upon request or in the event of the Bank Bank International Debit Cardholder no longer requiring its services. The Bank reserves the rights to hotlist the card without giving prior notice on account of any unsatisfactory conduct in withdrawals of money without providing funds.

Disclosure:

The Bank reserves the right to disclose in strict confidence to other institutions such information concerning the Bank Bank International Debit cardholder's account as may be necessary or appropriate in connection with, participation in the shared payment network system or in any electronic fund transfer network.

Charges:

The Bank will be at liberty to introduce/revive services charges as and when it deems fit.

Changes in Terms and Conditions: The Bank reserves the right to add, delete and/or vary any of the terms and conditions upon notice to the Bank Bank International Debit Cardholders. Use of the card after receiving the notice (any notice sent by post will be deemed to have been received by the Bank Bank International Debit Cardholder within 7 days of posting) will constitute acceptance without reservation by the Bank Bank International Debit Cardholder of such change. Similarly any notice displayed at the branch where the primary account of the Bank's International Debit Cardholder is maintained, shall

be deemed to have been received by the Bank Bank International Debit Cardholder within 7 days of the display of such notice.

Authorization:

All authorizations or powers confirmed on the Bank are irrevocable.

Force Majeure:

The Bank will not be responsible nor shall it be liable to indemnify the cardholder in the event of any loss/damage suffered by the cardholder due to any cause or reason beyond the control of the Bank.

The Customer shall ensure that while using your global International Debit Card outside India the Customer shall strictly abide by RBI's Exchange Control Regulations prevailing at that point in time. Customer aggregate expenditure abroad (i.e. through payments in cash/travelers cheques and through card) should not exceed the amount specified by RBI at that point in time. Violators of these Regulations in any manner would be liable for action according to FEMA 1999. The onus of ensuring compliance with the regulations rests with the holder of the card.

CREDIT CARDS

The Bank Credit card program is a program jointly formulated by the Bank and Citibank N.A (hereinafter referred to as "Citibank") for issue of Credit Cards to the customers of Bank. The credit cards are issued by Citibank pursuant to an agreement entered into between Citibank and Bank. By virtue of this Agreement, Citibank will manage issuance, operations, service and recovery of dues, while sourcing of applications from prospective card members and marketing of the Credit Card may be carried out either by Bank and Citibank jointly or independently in accordance with the terms and conditions agreed mutually between Bank and Citibank under the said agreement."

1. FEES AND CHARGES

Schedule of Charges: The schedule of Charges as applicable on date is provided below:

Description of charges	Bank Cards
Joining & Annual Fees	Fees applicable for both Primary and Additional Card members will be communicated at the time of sourcing.
Cash Advance- Fees	2.5% (subject to a minimum of Rs.250 and US \$5 at International ATMs)
Late Payment Charges (per month)	Rs.350 for bills up to Rs.10, 000 Rs.500 for bills between Rs.10, 001 & Rs.20, 000 Rs.600 for bills above Rs.20, 000
Over Credit Limit Charge	2.5% over Credit Limit (Subject to a minimum of Rs.500)
Cheque Bounce Charge	Rs.250 per returned cheque
Petrol Transaction Charge	2.5% (subject to a minimum of Rs.10) Waived.
Railway / Air Ticket Purchase or Cancellation Fee	2.5% (subject to a minimum of Rs.25)
Statement Request (beyond 3 months)	Rs.100
Reissue of Lost, Stolen or Damaged Card	Rs.100
Outstation Cheque Charge	Rs.100 per cheque
Foreign Currency Transactions	Mark Up of 3%

Service tax, as notified by the Government of India, is applicable on all fees, interest and other charges and is subject to change, as per relevant regulations of the Government of India.

b. Finance Charges (Interest Charges)

Interest will be charged if the Customer does not pay back the previous bill in full and also on all Cash Advances from the date of transaction until the date of settlement. Customer rate of interest initially is 3.19% per month (i.e.38.28% annualized). This can change periodically based on Customer spend, payback and utilization patterns.

Customer rate of interest can increase upto 3.5% per month (i.e.42.0% annualized), in case of default.

All charges are dynamic and are subject to change based on Bank's periodic review.

Illustrative Example for Interest Calculation:

Assuming that Customer have only partially paid Customer February outstanding, and Customer statement is generated on 17th March for Rs. 5000. Customer make a payment of Rs 2000 on 25th March. And Customer make a purchase for Rs 1000 on 30th March. Customer make no further payment on Customer Card till 17th April. In this example, interest will be levied as follows:

On the balance of Rs 5000 (17th - 25th March) for 8 days: $(38.28/365)*8*5000/100=Rs\ 41.95$

On the balance of Rs 3000 (25th - 30th March) for 5 days: $(38.28/365)*5*3000/100=Rs\ 15.73$

On the balance of Rs 4000 (30th March - 17th April) for 18 days: $(38.28/365)*18*4000/100=Rs\ 75.51$

Total Interest charged = Rs 133.19

NOTE: If you spend Rs.5000/- and you pay back exactly the minimum amount due every month, then it may result in repayment stretching over 6 years with consequent interest payment on the outstanding amount. Therefore, you should, whenever Customer cash flow allows pay back substantially more than Customer minimum due. This will also help open up Customer spending limit & improve Customer credit rating.

Late Payment charges are applicable if the Minimum Amount Due is unpaid after the Payment Due Date.

Illustrative Example for Calculation of Late Payment Charges:

Assume you receive a statement for the period 16 Oct - 15 Nov, with a payment due date of 3 Dec for an outstanding balance of Rs. 5000. You need to pay at least the minimum amount due i.e. Rs. 250 in this example, by the payment due date (3 Dec) to ensure that no late payment charges are levied. If you fail to do so, then late payment charges would be levied based upon the total amount outstanding on the card, as per the following bands:

Rs. 350 for outstandings less than Rs. 10,000

Rs. 500 for outstandings between Rs. 10,001 - Rs. 20,000

Rs. 600 for outstandings above Rs. 20,000

Thus, in the example detailed above, if Customer makes a payment only on, say, 7 Dec, Rs. 350 will be levied as Late Payment Charge. This charge will also be applicable if Customer makes a payment of less than the minimum amount due (Rs. 250, in this example) by the payment due date.

c. **Interest Free (Grace) Period:** The Grace period could range from 17 to 55 days.

Illustrative Example for Grace Period Calculation:

For a statement for the period 15 Nov to 15 Dec the payment due date is 6 Jan. Assuming you have paid back Customer previous month's dues in full, the grace period would be:

For a purchase dated 16 Nov; interest free grace period is 16 Nov to 6 Jan = 54 days.
For a purchase dated 14 Dec; interest free grace period is 14 Dec to 6 Jan = 25 days.

Thus, the grace period can vary depending upon the date of the purchase. However, if you have not paid the previous month's balance in full or if you have availed of cash from an ATM, then there will be no interest free period.

2. LIMITS

The Credit Limit and Cash Withdrawal Limit are communicated to Customer at the time of delivery of the Card and are also indicated in the monthly statements. The available Credit Limit at the time of generation of each monthly statement is provided as a part of the said statement.

3. BILLING

a) **Statement:** Bank will send Customer a monthly statement, showing payments and transactions for the month, provided the Card has been active during the said period. The statement would be dispatched by surface mail to Customer mailing address as per our records. Alternatively, Customer can choose to receive Customer statements via email as well.

b) Customer monthly payment should cover all Customer installments, interest/other charges and at least 1% of Customer principal; subject to this, it will be 5% of Customer bill. This will be shown in Customer statement as the "**Minimum Amount Due**". Any unpaid Minimum Amount Due from previous statements will be added to Customer current Minimum Amount Due. If Customer exceeds credit/cash limit, the amount by which Customer have exceeded the said limit will also be included in the Minimum Amount Due. This can vary for specific card types, and is subject to change from time to time and will be notified accordingly.

If a part payment is made, there would be no interest free period and interest charges would be applicable (including on fresh purchases, if any) via an average daily balance method

c) **Payments** received against Customer Card outstanding will be adjusted against all taxes, fees and other charges, interest charges, cash advances and purchases in that order.

d) **Methods of Payments:** Payments towards the Card Account may be made in the following ways:

By mailing the cheque or draft to any of the mailing addresses provided on the reverse of the Statement or by dropping it in the credit card payment drop boxes at Bank ATMs.

Online: Customer can also pay the cards outstanding online at www.ingvysyabank.com

ECS: Payments can be made through the Electronic Clearing System (ECS) in Bangalore, Chennai, Delhi, Hyderabad and Mumbai.

In case Customer have an Bank Account, Customer can opt for the facility of Standing Instructions, where funds can be automatically transferred from Customer Bank Account to Customer Card.

e) Billing Disputes:

If there is a dispute, Customer must inform Bank within 30 days of the Statement date. On receipt of such information, Bank may reverse the charge on a temporary basis. If, on completion of subsequent investigations, the liability of such charges is ascertained to be to Customer Account, the charge will be reinstated in a subsequent statement and a fee of Rs. 100 will be charged. Customer have a time frame of 60 days for informing Bank of any other complaints/grievances.

f) Contact Particulars:

Customer can contact Bank in any of the following ways:

24-Hour helpline: The list of numbers is provided on the reverse of Customer credit card.

Through mail, by writing to the Bank Card Center, 766, Anna Salai, Chennai - 600 002.

Through e-mail, by writing to indiaservice@citicorp.com

g) Grievance Redressal:

If Customer is not satisfied with the response received on Customer enquiries, Customer can address the grievance to higher authorities at ING Vysya Bank by writing into ccu@ingvysyabank.com or in Citibank, through e-mail, by writing in to head.customer@citigroup.com or call national toll free number 1800-220123 from BSNL/MTNL lines or call 022-39707464 from non-BSNL/MTNL lines. For further escalations Customer can contact Mr. Santhanam, Grievance Redressal officer at santhanam.k@citigroup.com or at (044) 28508181.

4. DEFAULT

If Customer does not pay at least the Minimum Amount Due, this will be reported in the monthly submissions to the credit bureaus, authorized by the Reserve Bank of India (RBI). Customer will be reminded in subsequent statements to pay Customer dues. Balances outstanding for over 7 months will result in Customer being reported as a 'defaulter'. If requisite payment is made, Customer record will be updated as 'current' in the next monthly refresh to the credit bureau.

If Customer payments are overdue, follow-ups may be done by visitation, post, fax, telephone, e-mail, SMS messaging and/or engaging third parties to remind, follow up and collect dues. In the event of default, if the bank is unable to contact Customer, we will leave messages with third parties (defined as spouse/parent/other direct adult family member/secretary/accountant) available at Customer residence/office/mobile number /address.

In case of deceased Cardmember, Bank will request the next of kin to repay the dues. To prevent this burden, we offer group insurance covers as below.

5. RISK COVERAGE

Bank offers Customer group insurance covers that protects Customer card dues to Bank, in the event of death. The premium for this insurance is required to be paid by Customer and is charged to the Customer monthly Statement upon activation of the policy.

6. TERMINATION / REVOCATION OF THE CARDMEMBERSHIP

- a) Customer may do so at any time by writing to Bank or intimating the request for closure to 24-Hour helpline. All Customer outstanding amounts will immediately become due.
- b) Bank may also cancel the use of the Card at any time without prior notice, if it reasonably believes it necessary for business or security reasons, including if Customer delay payments, exceed the Credit Limit or if cheques are returned.
- c) Bank would take up to 30 days to execute the request for Card closure.
- d) Customer may receive monthly statements even after closure of the Card, reflecting the actual outstanding.

7. LOSS / THEFT / MISUSE OF CARD

- a) Customer should contact Bank immediately at 24-Hour helpline, if a Card is lost, stolen, misplaced, or if someone else knows Customer PIN or other security information. Customer must report the theft of Customer Card(s) to the police and lodge an FIR.
- b) Customer will not be liable for any misuse on a Card or PIN after Customer have informed Bank of the loss, unless Customer have acted with gross negligence.
- c) Customer will be liable for all losses for any misuse that have happened with Customer consent or knowledge.
- d) The card cannot be used for any purposes prohibited by a regulatory authority.

8. DISCLOSURE

Bank may tie up with credit bureaus authorised by the RBI and will share details (positive and negative) with these credit bureaus, per the Credit Information Companies (Regulation) Act, 2005. If Customer notify Bank of a billing dispute, reporting to the bureau is suspended till the dispute is resolved.

Bank will provide Customer particulars to statutory authorities, as may be required. If Customer have taken a co-brand product, offered by Bank and a partner, the necessary information including but not limited to that which is required for execution of the rewards programmes will be provided to the partner.

If Customer do not wish to receive any direct marketing or telecalling / telesales calls from Bank, please call 24-Hour helpline and inform us. Alternatively, Customer could log on to our website and register for the 'Do Not Call' Service.

For the comprehensive Terms and Conditions (also known as the Card Member Agreement), relevant credit card guidelines & local regulations, please visit our website www.ingvysyabank.com

Important Regulatory information for International usage

The Card is valid for use both in India as well as abroad. It is, however, not valid for making foreign currency transactions in Nepal and Bhutan.

Usage of the Card for transacting outside India must be made in accordance with the Exchange Control Regulations of the RBI and the Foreign Exchange Management Act, 1999 and in the event of any failure to do so, Customer may be liable for penal action under the Foreign Exchange Management Act, 1999.

Customer should consult Customer Authorized Dealer (AD) regarding Customer Foreign Exchange Entitlement.

Call 24-Hour Customer Service at:

City	Number
Ahmedabad	26422484
Aurangabad	6632484
Bangalore	22272484
Baroda	2322484
Bhopal	18001802484
Bhubaneshwar	18001802484
Chandigarh	5082484
Chennai	28522484
Coimbatore	9894022484
Dehradun	19014257000
Delhi (Gurgaon)	2542484
Hyderabad	66662484
Indore	18001802484
Jaipur	2372484
Jalandhar	5062484
Jamshedpur	18001802484
Kanpur	18001802484
Kochi	9895022484
Kolkata	22832484
Lucknow	2201022
Ludhiana	5012484
Madurai	9894022484
Mumbai	28232484
Nagpur	18001802484
Nasik	18001802484
Noida	2552484
Pondy	9894022484
Pune	66012484
Surat	6532484
Trichy	9894022484
Trivandrum	9895022484
Vapi	952652322484
Vishakapatnam	18001802484

DOORSTEP BANKING SERVICES

(Banking and its Allied Special Facility Including Cash/cheque pick up and delivery facility)

1. Customer Covenants: [In the case of cash pick up and collection]

1. Customer agrees to pay the Charges fixed by the Bank from time to time for availing the Cash Pick up and delivery facility.
2. Customer agrees to maintain the average balance as per the Bank's terms and conditions. In the event the average balance per Quarter falls below the above mentioned amount, the Bank shall be at liberty to withdraw the facility or the Customer agrees to pay the Actual charges /expenses incurred by the Bank to provide such facility, which can be modified from time to time as per Actual.
3. Customer is aware and understands and accepts the probability of Bad Delivery i.e. when the cheques are not signed by Authorized person, or Authorized person is not available at the time the Banks representative reaches the place, Cheque Number is different, money is not as per amount stated earlier, or even a Simple Cancellation of call wherein also the transaction fee as well as service charges are leviable.
4. Customer agrees to inform the Bank of any change in the names of the Authorized Signatories, failing which the Bank has the absolute right to allow or disallow the requests for Cash Pick-up and Delivery.
5. The indemnity given by the customer to the bank shall survive the discontinuation of the facility.
6. In case of request of cash delivery, customer's account will be debited if there is sufficient balance in the account to cover the transaction. Thereafter cash will be dispatched to "The Customer" through Service provider/Courier/Agent. Bank will not be responsible or liable if such request made to the bank are not genuine and / or not made by the customer / a person authorized by the customer. However, if the bank has any doubts regarding such requests, the bank will not be obliged to process such requests and shall not be liable for any consequences thereof.
7. In case of Pick up or delivery, the Service Provider/Courier/Agent will wait at Customer's office for a maximum time of 15 minutes. The Service Provider /Courier/Agent at his discretion unless specifically requested will wait for such further time as requested. This waiting period is charged @ Rs.100 per 30 minutes.
8. In the case of a cash-pick up for loose notes up to a maximum of 100 loose notes will be collected, and prior bank sections, the customer ensures that the sections would be held together properly by paper straps with company label, with/ without bank slip. The company label should bear the name of the company and signature of the authorized staff of the company who need not necessarily be the authorized signatory to the account with the Bank. Such sections will not be counted by the Service Provider/Courier/Agent at the customer premises. The loose notes and sections will be placed in an envelope and sealed. The Customer will sign across the envelope seal.

9. In the case of cash-pick up, Service Provider /Courier/Agent will not collect coins.
10. If a lesser number of notes are found in any section, when the envelopes are opened by the Bank officials, the Bank will make reasonable efforts to inform the customer about the shortfall and only the actual amount received will be credited to the customer's account. In the event any counterfeit notes are found in the envelope signed by the customer and delivered by the service provider to the Bank, the Bank shall process such notes as per the existing regulatory / statutory and Bank's internal guidelines.
11. The customer's account will be credited after cash is received, processed and verified by the bank, on the same day or the following working day depending on the time the cash has been picked up from the customer's office.
12. In the case of cash deliveries, the customer undertakes to fax the details outlined in **Appendix A** and **photo copy of the cheque** to be encashed (completed in all respects and bearing the authorized signature/s) to the designated fax number to be provided by the bank.
13. At the time of delivering the cash to the customer, the Service Provider/Courier/Agent has the right to ask for the original cheques. Service Provider/Courier/Agent will verify whether all details on the cheque tally with the details faxed by the customer to the bank and whether customer has signed on the reverse along with the stamp (incase of a company account) in acknowledgement of receipt of cash. If all details match then Service Provider /Courier/Agent will hand over the cash to customer's authorized representative who has presented the cheques. The Service Provider /Courier/Agent will not deliver cash if there is any discrepancy in the cheque number or amount that has been faxed to the bank earlier or if it is either stale or post dated.
14. In case of any discrepancy in the amount being handed over or in likely event that a counterfeit note is discovered, the discrepant bundle will only be replaced if the seal is still in tact. " The Customer" has to retain the original bundle with seal intact and reports the matter to bank immediately. The bank will entertain no complaints unless the seal is intact.
15. Any shortfall / excess of cash will be adjusted before crediting customers account. In case of counterfeit notes, this will be returned to the customer by Service Provider/Courier/Agent.
16. Customer is aware that the facility is provided as a convenience by the bank to its customer only and the bank shall not be responsible or liable for any harm, loss, consequential loss suffered and or incurred by the customer due to availing the Cash pick up and delivery service, including its delay, if any.
17. Bank has provided this facility at his request and is aware that Bank has engaged the service of a third party Service Provider/Courier/Agent, Customer shall not hold the Bank responsible/liable under this facility. Customer further undertakes not to hold the Bank responsible / liable for any inconvenience, loss or damage (direct or indirect) caused to the Customer or anyone in its attempt to offer the facility.
Customer hereby agrees to pay the service charges fixed by the Bank from time to time for the said facility. The service charges will be recovered by debiting the customer account.

2. Customer Covenants that: [In the case of Cheque deposit/ collection]
1. The facilities available under the Check pick up Facility shall be delivery of Pay Orders and Demand Drafts requested by the customer at customer premises and pick-up of crossed cheques / POs / DDs and other negotiable instruments from customer premises (excluding documentary bills) for clearing and collection.
 2. In case of any discrepancy in the contents of the packet, the person receiving and checking (bank or customer) will immediately inform Bank and the person from whom the packet was received.
 3. The Bank reserves it's right to refuse applications for or discontinue Doorstep Banking service facility at any time without assigning any reasons whatsoever.
 4. Check pick up facility will not be extended on days on which the branch extending the facility is closed on account of holidays, weekly offs and for any other reasons beyond their control.
 5. Check pick up facility will be used for pick up of cheques and instructions for issue of Pay Orders / Demand Drafts by the customers and delivery of Pay Orders / Demand Drafts to the customer by the Bank and not for any other purpose.
 6. The Bank will endeavor to process all requests received up to the "cut-off time" on the same day. Requests / deliveries received after the cut-off time will be processed on the next working day. The Bank reserves the right to change the cut-off time for processing transactions without prior notice depending on administrative exigencies.
 7. Processing of requests for Pay Orders / Demand Drafts will be subject to availability of sufficient clear balance in customer account. Bank will not be held responsible or liable if the customer instructions couldn't be carried out due to insufficiency in clear funds in the account or for any other reasons beyond their control.
 8. The customers shall keep the crossed cheques and other instructions ready for delivery to the courier agency at the appointed time for pick up.
 9. The Bank will not be responsible or liable for non-delivery of POs / DDs if the customer's premise is closed or the authorized person(s) to receive the courier packets are not available for taking delivery at the agreed time. However the charges for delivery / pick up shall be paid by the customer to the Bank in such cases also.
 10. Customers will prepare the schedule / deposit challans for all clearing / collection instruments indicating their name, correct account number and details of the instruments and their account number on the reverse of the cheques.
 11. Customer will ensure that the Service Provider /courier agency affixes Bank's crossing stamp on all cheques & negotiable instruments before leaving customer premises and in a sealed cover.
 12. The Bank reserves the right to change / revise the terms and conditions for this facility unilaterally without assigning any reason.
 13. The Bank has outsourced the service of third party courier agency / messenger in good faith and intention to provide Doorstep Banking Service for the convenience of its Customers. The Bank shall not be held responsible or liable

- for any harm, loss consequential loss suffered or incurred by the Customer due to availing the Doorstep Banking Service including but not limited to delay and / or non-availability of any of the facilities thereof for whatever reasons.
14. Customer hereby agrees to pay the service charges fixed by the Bank from time to time for the said facility. The service charges will be recovered by debiting the customer account.

2. Duties and Obligation of the Customer:

1. He/She shall maintain a Minimum Balance stipulated by the Bank for the account.
2. On opening the Account, "The Customer" will be given a Special Telephone Identification Number (TIN). The Customer undertakes not to divulge the TIN allotted by the Bank to any other person.
3. The Customer will also give the Bank an Authorized address for Delivery/Pickup of Money. The Cash pick up and Delivery service will be provided at such address recorded by the Bank.
4. Only cash pick up instructions can be placed by telephone, Deliveries will only be undertaken after receipt of a faxed instruction.
5. The Customer to utilize the facility shall be required to telephone/fax an instruction on the letterhead of the company to the bank at the specified number of telephone center, and log his request after TIN identification. For cash delivery, the customer is also required to draw a cheque in normal course of business.
6. The Customer will advise this cheque number to the telebanker along with the transaction request. The delivery of the cash to the customer will be against the cheque number so advised.
7. The cash will be delivered at the office address as designated by the customer and cash will be delivered only to the designated official who reveals the password/scratch card as the case may be. The Service Provider's staff will take an acknowledgement of the recipient at the customer office. This acknowledgement will tantamount to full and final discharge of the payment made by the bank to the customer.
8. The tariff for Cash pick up and delivery service is as per the attached schedule. However such tariff is subject to change from time to time at the discretion of the bank. If the Customer signs up for a regular service, then charges as per Bank prevailing tariff will be payable by the Customer irrespective of whether a delivery or pick up was effected on any of the appointed days.
9. Cash delivery and pick up facility is available only for Indian rupee transaction requests for issuing foreign currency drafts and notes and picking up of foreign exchange instruments / cash will not be elected through this service.
10. Cash delivery and pick up facility is available only within the city limits of customer's city. For deliveries and pick-ups beyond city limits actual charges will be debited to customer's account.
11. The Customer is aware that the bank uses its best efforts to process all requests received up to a "cut off time" on any day (excluding Sundays and holidays). Requests received after the cut off time will be processed on the following working days. Please refer to the attached schedule for

existing timings. "The Bank" reserves the right change this schedule from time to time without prior notice.

12. All cash deliveries will be made in denominations of Rs.50, Rs.100, Rs.500 and Rs.1000 (depending on availability) and only these denominations will be accepted for cash pickups. All Deposits to be made by the customer will mainly be in Bundles, which are tied up and sealed and signed by the customer. Any shortfall in the Bundle will be debited to the customer.
13. Customer shall not send /deposit soiled notes, cut notes etc.

3. Obligation of the Bank:

1. Bank shall provide the facility as per the Terms & Conditions specified under the respective registration forms. Bank shall at its discretion terminate this agreement / with draw the Facility at any time without assigning any reason whatsoever.
2. The amount of cash that can be picked up or delivered will be subject to prevailing minimum and maximum limits set by "The Bank", from time to time.
3. "The Bank" reserves it's right to refuse application for or discontinue the use of the facility with respect to any one or more than one facility of any customer, at any time without assigning any reason whatsoever.
4. The Bank shall at its discretion modify /change the operating procedures and any of the terms and conditions of the service as its discretion without prior intimation to the Customer.
5. The Bank shall not entertain any application /instructions /claims, if the same is not accompanied by accurate and authentic acknowledgement of the scheme.
6. The Bank shall at its sole discretion fix the service charges for the Facility and shall inform the customer from time to time about the change in service charges which is binding on the customer. The service charges will be recovered by debiting the customer account.

III. INDEMNITY:

The Customer undertakes to indemnify the Bank for all incidental and consequential loss or damage caused to the Bank arising out of this agreement. The Bank shall not be held responsible and does not undertake liability of any nature whatsoever. The Customer hereby undertakes to indemnify and keep the Bank indemnified against any loss (es), damage(s), liability (ies), suit(s), proceeding(s), action(s), cost(s) etc incurred/suffered/instituted as a result of non compliance of the terms and conditions contained herein or representations made herein or as a result of any breach, act of omission/commission or negligence on their part and/or on the part of their servants, agents, employees etc. or as a consequence of third party claims or legal dues of any nature that may be caused to the Bank, at all times.

SAFE DEPOSIT LOCKER POLICY

Safe Deposit Locker facility is one of the subsidiary services provided by the Bank for keeping the valuables in the safe deposit locker. This provides safety to the belongings of the customers against theft / burglary. Bank provides specially designed lockers kept at specially built strong rooms for keeping the valuables of the hirer purchased from reputed manufacturers.

The relationship between the Banker and Customer is that of lessor and lessee.

Locker is operated under double locking system and can be opened with combination of two keys one with the bank called "Master Key" and the other with the hirer called "Hirer's Key". The keys will be identified with an appropriate identification code / number.

- The safe deposit locker facility can be offered to existing as well as prospective customers to develop better business relationship.
- Lockers could be hired to Individuals, either singly or jointly, Partnership Firms, Limited Companies, Associations and Clubs but not to minors.
- The Know Your Customer norms are applicable to all locker hirers - existing and new.
- While hiring to joint hirers and other than individuals clear instructions on operations and closure shall be obtained and bank shall comply with such instructions without exception.
- The risk categorization of locker hirers shall be done.
- Allotment of lockers shall be based on the duly filled in application of the prospective hirers on the printed format provided by the bank.
- A waiting list for the purpose of allotment of lockers shall be maintained at the branches.
- All such applications received for allotment of a locker should be acknowledged and given a waiting list number.
- At least 80% of the lockers should be allotted by the branches on first-come-first-served basis. Branch Managers at their discretion could allot the remaining 20% of the lockers to valued customers on business considerations.
- Preference may be given to existing customers maintaining SB / CA / CCOD / Term Deposit accounts with the bank.
- The terms and conditions of allotment of lockers shall be covered in the agreement entered into with the hirers and a copy of the same shall be provided to the hirers.
- **Priority allotment:** Shareholders of the bank shall have priority in allotment of lockers within the 80% category or under the discretionary quota subject to production of proof of being a shareholder as on the date of allotment of locker. Similar priority allotment can be made to the staff and Retired staff of the Bank.

Charges and fees

- Bank collects rent for providing the service of locker facility.
- Branch will collect the rent on annual basis, in advance, at rates prescribed for various sizes of lockers.
- At the time of allotment of new lockers, the rent shall be collected on prorata basis for the remaining period of the financial year.
- To ensure prompt payment of locker rent, bank shall at the time of allotment, obtain a fixed deposit, which would cover 3 years rent and break open charges in case of an eventuality. However, such deposits should not be insisted from existing locker hirers.
- Whenever there is an upward revision of the locker rent, there is no need for collecting additional security deposit amount from the existing locker hirers.
- Delegated authority of the bank can waive such fixed deposits if the authority is certain about regular payment of locker rent by the hirer.
- For delayed payment of rent, penal charges are applicable as prescribed from time to time.
- When the locker is surrendered at the request of the hirer/s the charges for the unutilized period if any, shall be refunded for remaining complete quarters only.
- When the locker is surrendered at the request of the bank, the rent for the unutilized period shall be refunded

Operations and monitoring

- A hirer has the option to use a password as an additional precaution for operation of lockers.
- The locker operation shall be through the joint operation of both the keys - Master Key and Hirer's Key
- Keys of the vacant lockers should be held under joint custody and regular verification must be made to ensure that the total number of keys on hand tally to the total vacant lockers.
- Any access to locker is permitted only after due identity verification and bank shall record every instance of locker access by the hirer
- The operating timings for the safe deposit lockers shall be upto half-an-hour before the close of office hours.
- In case the locker is not operated for a period of more than one year for high-risk category customers and three years for medium risk category customers, Bank shall intimate the customer to operate the locker. If deemed necessary, bank shall break-open such lockers following the laid down procedure. This will be carried out even if the hirer is paying the rent regularly.
- Operation of locker shall be stopped in the following circumstances:
 - Where the rent is in arrears;

- Attachment by Court / tax authorities or other regulatory authorities;
- Outside banking hours specified for locker operations.
- Where the hirer is deceased.

Surrender Of Locker

- Locker can be surrendered by the hirer/s at any time during the contract period. Bank can also request for surrender of locker with due notice
- The lock of the surrendered locker shall be changed when a locker is surrendered.

Breaking Open Of Lockers

- Locker may be broken open either at the request of the hirer/s or by the bank for default in payment of prescribed charges or for any other reason.
- Break Open charges shall be recoverable from the hirer/s.
- Bank shall engage the suppliers of the locker unit to break open the lockers
- When the locker is broken open at the request of the hirer, the same shall take place in the presence of the hirer or his nominee.
- When the locker is broken open at the instance of the bank, Customer shall be provided notice in advance, broken open in the presence of the hirer or his nominee (if available) along with Bank executive, Bank's advocate, an independent witness, Gold Appraiser.

Nomination

- Individual hirers both singly or jointly shall be educated on the advantages of providing nomination and requested to register nomination.
- Where the hirer/s prefer not to nominate, the same should be recorded in the application form.

Settlement of claim

Settlement of claim to the nominee or the legal heirs shall be subject to the following:

- Proper identification process for establishing the identity of the survivor(s) / nominee(s)
- Production of appropriate documentary evidence for the fact of death of locker hirer
- If there is no order from a competent court restraining the bank from giving access to the locker of the deceased
- Making it clear to the survivor(s) / nominee(s) that access to locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him /her shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

- In case nomination is available, contents of the locker shall be delivered to the nominee after proper identification of the nominee and subject to production of necessary documents.
- Where no nomination is available, settlement shall be made to the legal heirs as per Bank's claim settlement policy.
- Bank shall prepare and retain an inventory before returning articles in safe deposit locker or permitting removal of articles in safe deposit locker.

COMPENSATION POLICY

The Bank is committed to its mission of providing quality service to its Customers. Service quality being our paramount, however, in the event, for some reasons, beyond the Bank's control or inadvertently, the Bank is unable to meet the service levels committed, this compensation policy will be applicable.

The compensation policy of the Bank is therefore designed to cover areas relating to unauthorized debiting of account, payment of interest to customers for delayed collection of cheque/ instruments, erroneous credit card charges, payment of cheque after acknowledgement of stop payment instructions and delay or errors in remittances due to reasons attributable to the Bank.

The policy is based on principles of transparency and fairness in the treatment of customers. The objective of this policy is to compensate the Customer for direct and actual financial loss that the customer may incur in cases which can be measured directly where the bank does not meet the services levels committed by it due to reasons attributable to the Bank to the extent as detailed in this policy. The commitments under this policy are without prejudice to any right that the Bank will have in defending its position before any forum/court/statutory or regulatory authority.

Unauthorised / Erroneous Debit:

If the Bank has raised an unauthorized/ erroneous direct debit to an account, the entry will be reversed immediately on being informed in writing of the erroneous debit, after verifying the position. In the event the unauthorized/erroneous debit has resulted in a reduction in the minimum balance applicable for payment of interest on savings bank deposit or payment of additional interest to the Bank in a loan account, the Bank will reverse such additional interest charged or any amount debited to the customer's account due to such insufficiency of balance on account of the unauthorized/erroneous debit.

In case verification of the entry reported to be erroneous by the Customer does not involve a third party, the Bank shall arrange to complete the process of verification within a maximum period of 7 working days from the date of reporting of erroneous debit in writing by the customer to the Bank. In case, the verification involves a third party, the Bank shall complete the verification process within a maximum period of one month from the date of reporting of erroneous transaction by the customer.

With regard to erroneous transaction reported by customers in respect of credit card operations (which require reference to a merchant establishment) the Bank shall provide explanation along with necessary documentary evidence, if any, to the customer within a maximum period of sixty days.

The compensation is to the extent of interest loss as explained above.

5. Debits due to frauds committed by the staff employed by the Bank directly or indirectly will be compensated to the customer after establishing nature of fraud irrespective of the amount.

6. In case of debits due to fraud committed by the customer or due to the customer's negligence, Bank shall not pay any amount till the issue is decided.
 - a) In cases where neither the branch nor the customer is at fault, but the fault lies elsewhere in the system, Bank would compensate the customer up to a limit of Rupees ten thousand only.

The vigilance department of the Bank would be authorized entity to decide on the nature of the fraudulent debit after a quick verification of the facts of the case. Erroneous debits of category a & c above shall be reversed to customer's accounts within 10 days from the date of the customer's claim.

2. ECS direct debits/other debits to accounts

The Bank will undertake to carry out direct debit/ ECS debit instructions of customers in time. In the event the Bank fails to meet such commitments customer will be compensated to the extent of interest loss and Bank charges if any that the customer would incur on account of delay in carrying out the instruction/failure to carry the instructions.

The Bank would debit the customer's account with any applicable service charge as per the schedule of charges notified by the Bank. In the event the Bank levies any charge in violation of the arrangement, the Bank will reverse the charges when pointed out by the customer subject to scrutiny of agreed terms and conditions.

The compensation is to the extent of interest loss and Bank charges if any.

1. Credit Cards

Where it is established that the Bank had issued and activated a credit card without written consent of the recipient, the Bank would not only reverse the charges debited to the account of the customer immediately but also pay without demur to the recipient of the card, a penalty being twice the value of charges reversed.

Operation of the credit card account shall be in accordance with the ING credit card terms and conditions. In particular, the cardholder is responsible for all the transaction approved on his/her credit card prior to report of the loss to the Bank as per the ING credit card terms and conditions, the Bank reserves the right to honor, refer or decline any transaction on the credit card, at its sole discretion and without assigning any reason whatsoever. Transactions reported as erroneous by customer in respect credit card operations, which requires specific reference to a merchant establishment will be handled as per charge back rules laid down by VISA/MasterCard International. The Bank will provide explanation and if necessary, documentary evidence to the customer within a maximum period of sixty days.

2. Payment of Cheques after Stop Payment Instructions:

In case a cheque has been paid after stop payment instruction is acknowledged by the Bank in writing, the Bank shall reverse the transaction and give value-dated credit to

protect the interest of the customer. Such debits will be reversed within 2 working days of the customer intimating the transaction to the Bank.

In the event the customer suffers any financial loss on account of such Payment of Cheques after Stop Payment Instructions, the Bank shall compensate the customer to the extent of direct financial loss, if any, by way of loss of Savings account interest on account of reduction in the minimum balance applicable for payment of interest on savings Bank deposit or payment of additional interest to in a loan account or any charges levied for reason of balance falling below minimum balance requirement or any charges levied for return of cheques due to shortfall in balance.

3. Foreign Exchange Services:

The Bank would not compensate the customer for delays in collection of cheques designated in foreign currencies, sent to foreign countries as the Bank would not be able to ensure timely credit from overseas Bank. It is the Bank's experience that time for collection of instruments drawn on Banks in foreign countries differ from country to country and even within a country, from place to place. The time norms for return of instruments cleared provisionally also vary from country to country. The Bank however, would consider upfront credit against such instruments by purchasing the cheque/instrument, provided the conduct of the account has been satisfactory in the past. However, the Bank will compensate the customer for undue delays in affording credit once proceeds are credited to the Nostro Account of the Bank with its correspondent. Such compensation will be given for delays beyond one week from the date of credit to Nostro Account/due date after taking into account normal cooling period (as applicable to respective countries) notified from time to time. The compensation will be worked out as under:

- a) Interest for the delay in crediting proceeds in case of extraordinary delay interest will be paid at the rate of 2% over the corresponding term deposit rate.
- b) Compensation for any loss on account of adverse movement in foreign exchange rate to the extent of interest loss.

4. Remittances in India:

The compensation on account of delays by the Bank in collection of instruments would be as indicated in the Bank's collection policy, which is reproduced below for information:

"Payment of Interest for delayed Collection of Outstation Cheques:

As part of the compensation policy of the Bank, the Bank will pay interest to its customer on the amount of collection instruments in case there is delay in giving credit beyond the time period mentioned above. Such interest shall be paid without any demand from customers in all types of accounts. There shall be no distinction between instruments drawn on the Bank's own branches or on other Banks for the purpose of payment of interest on delayed collection.

Interest for delayed collection shall be paid at the following rates:

- a) Savings Bank rate for the period of delay beyond 7/10/14 days as the case may be in collection of outstation cheques.
- b) Where the delay is beyond 45 days interest will be paid at the rate applicable to for term deposit for the respective period.
- c) In case of extraordinary delay, i.e. delays exceeding 90 days interest will be paid at the rate of 2% above the corresponding Term Deposit rate.
- d) In the event the proceeds of cheque under collection was to be credited to an overdraft/loan account of the customer, interest will be paid at the rate applicable to the loan account. For extraordinary delays, interest will be paid at the rate of 2% above the rate applicable to the loan account.
- e) Only reasonable additional verifiable expenses incurred by a customer in this regard will be compensated as mentioned above.

It may be noted that interest payment as given above would be applicable only for instruments sent for collection within India.

The Bank's compensation policy for financial loss suffered by the customers due to loss of instrument after it has been handed over to the Bank for collection by the customer would also be as indicated in our collection policy. The same is extracted below for information:

"Cheques / Instruments lost in transit / in clearing process or at paying Bank's branch:

In the event a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying Bank's branch, the Bank shall immediately on coming to know of the loss, bring the same to the notice of the accountholder in writing so that the accountholder can inform the drawer to record stop payment and also take care that cheques, if any, issued by him / her are not dishonoured due to non-credit of the amount of the lost cheques / instruments. The Bank would provide all assistance to the customer to obtain a duplicate instrument from the drawer of the cheque.

In line with the compensation policy of the Bank the Bank will compensate the accountholder in respect of instruments lost in transit in the following way:

- a) In case intimation regarding loss of instrument is issued to the customer beyond the time limit stipulated for collection (7/10/14 days as the case may be) interest will be paid for the period exceeding the stipulated collection period
- b) In addition, Bank will pay interest on the amount of the cheque for a further period of 15 days at Savings Bank rate to provide for likely further delay in obtaining duplicate cheque/instrument and collection thereof.
- c) The Bank would also reimburse the actual charges/fee paid by the customer to the Bank/ institution for obtaining the duplicate cheque/instrument upon production of receipt.

Where a cheque is lost after it is discounted the Bank would bear reasonable cost for obtaining duplicate instrument. However, the customer will assist in obtaining duplicate

instrument. His liability under Negotiable Instrument Act will not be extinguished till Bank receives the proceeds of cheque.

The compensation will be payable as under:

- SB rate for the period for the period of delay beyond prescribed limit for collection.
- Where the delay is beyond 14 days interest will be paid at the rate applicable to for term deposits for the respective period beyond 14 days
- In case of extraordinary delays exceeding 90 days interest will be paid at the rate of 2% over the corresponding term deposits rate.
- In the event the proceeds of cheque under collection was to be credited to an overdraft /loan account of the customer, interest will be paid at the rate applicable to the loan account.

5. Violation of the Code by Banks agent

In the event of receipt of any complaint from the customer that the Bank's employees/ representative / courier agency / service provider or DSA has engaged in any improper conduct or acted in violation of the Code of Bank's Commitment to Customers which the Bank has adopted voluntarily, Bank shall take appropriate steps to investigate into the matter relating to such complaint and deal with such employees/ representative / courier agency / service provider or DSA appropriately as it deems fit, and to compensate the customer for direct financial loss.

6. Transaction of "at par instruments" of Co-operative Bank's by Commercial Banks

RBI has expressed concern over the lack of transparency in the arrangement for payment of "at par" instruments of co-operative Banks by commercial Banks resulting in dishonour of such instruments when the remitter has already paid for the instruments. In this connection it is clarified that the Bank will not honour cheques drawn on current accounts maintained by other Banks with it unless arrangements are made for funding cheques issued. Issuing Bank should be responsible to compensate the cheque holder for non payment/delayed payment of cheques in the absence of adequate funding arrangement

7. Force Majeure

The Bank shall not be liable to compensate customers under this policy including for the delayed credits if some unforeseen event (including but not limited to civil commotion, sabotage, accident, fires, natural disasters or other "Acts of God", war, damage to the Bank's facilities or of its correspondent Bank(s), absence of the usual means of communication or any transportation, etc beyond the control of the Bank prevents it from performing its obligations within the specified service delivery parameters.

Notwithstanding any thing contained here above, the Bank shall not pay any compensation in the following cases.

- 1) Any deficiency in regard to loans and advances activities of the Bank.
- 2) Credit Card operations where the Bank is only an agent of other banks. etc.
- 3) Debit Card/ATM Card, non-dispensation of cash despite balance in the account, double debit etc as they are subject to respective agreements/terms with account holder.

- 4) Dishonour of at par payment arrangement with other Banks, due to non-funding and security compliances.
- 5) Delays on account of non-functioning of business due to factors beyond the control of the Bank, the period of such events shall be removed for calculation of delays etc.
- 6) Where the issues are subject matter of a dispute by the Bank or is sub-judice and are placed under the disposal of statutory or regulatory authorities, Courts, Ombudsman, arbitration, Government bodies etc no compensation will be payable under this Policy.

8. Change/Modification

Bank reserves it right to change or to modify the Policy or any of its provisions from time to time.

Limitation of liability

This Policy shall at all times be without prejudice to the Bank's rights, defenses, claims and remedies available under law. Under no circumstance shall the Bank be liable or responsible for any indirect, special, punitive, exemplary, consequential loss or damage (including loss of profit, business opportunity, loss of reputation etc..) Acceptance of the compensation under this policy shall be full and final settlement of all issues arising out of grievances for which compensation is claimed

COLLECTION SERVICES

I. Immediate Credit of Outstation Cheques / Instruments

1. This facility is extended:

- a. Only in respect of outstation cheques/instruments drawn on locations where the Bank has its own branches.
 - b. To **individual depositors** only.
 - c. To accounts in existence for at least 6 months with satisfactory operation.
 - d. Only at the base branch where the customer maintains the account.
2. The maximum amount that could be outstanding at any given point of time against a customer should not exceed Rs. 15,000/- in respect of this facility.
3. Customers desirous of availing this facility shall specifically record his/her request on the reverse of the deposit challan under his/her signature and submit the same to the Branch Head.
4. If for any reason immediate credit cannot be afforded for any instrument, the same would be intimated to the customer appropriately.
5. Commission @ 0.5% of the amount of the immediate credit or Rs.50/- which ever is higher and out of pocket expenses will be charged upfront at the time of affording credit to the customer account. Normal collection charges will be applicable in respect of balance amount of the instrument, if any.
6. In case of return of the cheque, interest @ IVRR (as on the date of return) + 2% per annum will be charged from the date of return of the instrument till the date the funds are repaid to the Bank. This will be in addition to the cheque return charges.
7. **This facility is extended solely at the discretion of the Bank and the Bank reserves the right not to extend the facility to customer not fulfilling the terms and conditions.**

II. Time Frame for collection of Local and Outstation Cheques / Instruments

The Bank's endeavor would be to collect the cheques / instruments tendered by customers within the Time Frame given hereunder.

a. Stipulated Collection Period - Local Cheques

Type of Instruments	Profile branch	Non Profile branch
MICR Clearing Cheques	2 working days	2 working days
Non-MICR Cheques	Within 5 working days	2 working days

b. Stipulated Collection Period - Outstation Cheques where we have a Branch at the drawee location

Type of Instruments	Customer Branch - Profile branch	Customer Branch - Non Profile branch
MICR Cheques drawn on Profile locations	Within 5 working days	Within 10 working days
MICR Cheques drawn on Non- Profile locations	Within 10 working days	Within 10 working days

Non MICR Cheques drawn on Profile locations	Within 14 working days	Within 10 working days
Non MICR Cheques drawn on Non-Profile locations	Within 10 working days	Within 10 working days

c. Stipulated Collection Period - where we do not have a branch at the drawee location

Type of Instruments	Customer Branch - Profile & Non-Profile branches
Cheques drawn on Urban locations	Within 10 working days
Cheques drawn on Semi-Urban and Rural locations where we do not have a branch	Within 15 working days

d. Outstation Instrument

Outstation instrument is an instrument that is payable at a location other than the location at which it has been deposited for collection.

III. Payment of Interest on the delay in collection of Local and Outstation Cheques / Instruments

The Bank would pay interest to the customer in case of delay in credit of the proceeds of the local / outstation cheques beyond the stipulated Time Frame at the following rates.

Interest Payable

Period of delay	Interest Payable
Up to 30days	@ the term deposit interest rate applicable on the date of expiry of the stipulated collection period for the actual number of days of delay
Beyond 30 days	@ the term deposit interest rate applicable on the date of expiry of the stipulated collection period + penal interest @ 2% per annum for the actual number of days of delay
Senior Citizens: Interest will be paid at the prevailing term deposit rate applicable for the senior citizens for the actual period of delay.	
Minimum Interest to be paid: No interest will be paid if the amount of interest is less than Rs.25/-	
Rounding of Interest: Interest to be paid will be rounded off to the nearest rupee (50p and above will be rounded off to next higher rupee and less than 50p will rounded off to prior rupee amount).	
Where the number of days of delay is below the minimum period for which term deposits are accepted, interest will be paid for the actual days of delay at the prevailing Saving Bank rate.	

CHEQUE COLLECTION POLICY FOR ING

1. GENERAL GUIDELINES:

- Cheques include all negotiable instruments that can be collected in clearing between Banks or payable by other Banks but does not include any documentary bills or instruments not payable by Banks on presentation.
- Cheques will be collected only for Customers of ING
- Cheques handed over across the counter at any branch of ING or dropped at the cheque drop box located at the branches and ATMs of ING will be sent for collection
- Bank shall provide acknowledgement for having received the cheque when handed over across the counter at any Bank Branch of ING. The acknowledgement is only for having received the cheque for collection and doesn't provide any confirmation neither on the correctness of the cheque nor for crediting the proceeds
- Charges for cheque collection shall be stipulated with the approval of Bank's Executive Management Committee and any change in the charges shall be communicated to the customers by displaying the same at the branches and will be made available at the Bank's portal (www.ingvysyabank.com)
- Wherever Bank has entered into an arrangement with specific clients for Collection of Cheques, such activities will be governed by the mutually agreed terms

2. LOCAL CHEQUE COLLECTION:

- Local cheques are those instruments that are payable at the centre where the customers deposit the cheque for collection.
- Cheque deposited within the stipulated cut-off time will be sent for collection on the same day. The cut-off time shall be displayed in the branch / ATMs.
- Cheques deposited after the cut-off time shall be processed in the next clearing cycle.
- After the clearing settlement, Bank will credit the customer Accounts for cheques that are settled. i.e. Cheques deposited before cut-off time on Day 0 will be credited to Customers' account on end of Day 1. However, withdrawal of such credits shall be permitted as per the cheque return schedule of the local clearing house and / or once the return cheques are received and accounted for .
- Wherever applicable, facility of high-value clearing (same day credit) will be extended to customers.

- Bank branches situated at centres where no clearinghouse exists, would present local cheques on drawee Banks across the counter and it would be the Bank's endeavor to credit the proceeds at the earliest. This facility shall be provided without any charges by the Bank and other Bank charges, if any, shall have to be borne by the customer

3. OUTSTATION CHEQUE COLLECTION:

- Cheques received for collection that are drawn on centres other than the centre where the customer has deposited the cheque and that which cannot be presented in clearing will be considered as Outstation Cheques
- If the drawn centre has a branch of ING, the Cheque will be sent for collection to the branch and will be sent in the local clearing cycle at the paying centre.
- In case ING doesn't have a branch at the drawn centre, the Cheque will be collected through the correspondent Bank at that centre with whom Bank has an arrangement or to the drawee Bank.
- On receipt of funds, collecting branch shall directly credit the proceeds to the customer accounts.
- In case the collection is done through a correspondent bank / drawee bank, the proceeds received for the collected amount will be realised in local clearing and on receipt of funds, the customer account will be credited.
- However, outstation cheques drawn on any ING branches will be processed at the centre where it is deposited.
- Time frame for collection of outstation cheques is as per point 6 of this document

4. FOREIGN CHEQUE COLLECTION:

Cheques that are drawn in any currency other than Indian Rupees and payable outside India are treated as Foreign Cheques.

Foreign Currency (FCY) instruments like Demand Draft, Personal Cheque, Banker's Cheque, Cashier's Cheque, Traveler's Cheque, International Money Order (IMO) etc., which are payable outside India shall be handled as under:

- All foreign instruments shall be collected on the 'best of efforts' basis.
- All foreign instruments shall be collected through our correspondent banks only.
- Collection of Foreign Cheques will be made as per the existing FEMA and other regulatory guidelines

- In cases where the instrument tendered is for credit to NRE/NRO accounts and where the rupee value of the instrument is equivalent to Rs.1.00 lakh and above or as prescribed under FEMA 1999, customer need to submit Form A4.
- Encashment Certificate / FIRC shall be provided to the customers on request.
- Purpose of the remittance needs to be provided by the beneficiary
- The rates provided for conversion shall be the card rate for the date of realization if instrument amount is within card rate limits. If the instrument amount is beyond card rate limit, rate will be decided by the Bank's Treasury Department.
- Cheques will be collected under normal collection mechanism or cash letter mechanism based on customer's request and subject to Bank's internal guidelines.
- The proceeds shall be directly credited to the customers' account by the collecting unit

Collection through Cash Letter Mechanism:

- If not specifically requested, the cheque will be processed under collection mechanism only. Cash letter mechanism shall provided at the specific request of the customer for eligible instruments only.
- Instruments Eligible for presentation under Cash Letter Mechanism:
 - US Dollar MICR-encoded cheques / drafts / traveller's cheques payable in the United States (including Puerto Rico, Guam, US Virgin Islands and US Samoa.
 - US Dollar cheques drawn on Canadian banks.
 - US Dollar instruments that do not fall under the above categories should NOT be presented under Cash Letter Mechanism and are to be sent on collection basis directly to the drawee bank.
 - Maximum value of a single instrument that can be collected through Cash Letter Mechanism will be decided and fixed from time to time by appropriate officials of the Bank considering the Business requirement and associated risk.
- Type of customers from whom instruments could be accepted under Cash Letter Mechanism:
 - Individuals - residents and non-residents
 - Non-individuals
- Instruments from business clients other than regular borrower clients shall not be collected under cash letter mechanism.
- Branch Manager will scrutinize customer's credentials and shall apply "Know Your Customer" norms for processing the instrument under Cash Letter Mechanism.
- Third party cheques shall not be collected under Cash Letter Mechanism.
- Limits (in terms of instrument value) for processing under Cash Letter Mechanism will be set from time to time by the Bank depending on the purpose of collection.
- Under Cash Letter Mechanism, credit will be given to the customer's operative account on the 15th day after the date of provisional credit to the Bank's Nostro Account (after cooling period). However, delegated authorities of the Bank are provided with discretionary powers to reduce this cooling period.

- In case of return of purchased instruments the collecting unit shall recover the amount alongwith all relevant charges by debit to customers' account on the day of receipt of the return instrument or intimation of return.
- In case of cheque return, applicable charges including the other Bank charges will be charged by applying card rate / applicable rate (whichever is higher).
- In case of cheque return where amount has already been credited vide cash letter mechanism; amount will be recovered from the customer. The returned instrument shall be handed over to the customer only on full recovery.
- Under normal Collection Mechanism, credit will be passed on to the customer on receipt of credit from the drawee Bank (normally 20 - 30 days).
- Collection charges levied by the collecting Bank will be charged to the customer and the net amount will be credited to the customer.

5. INSTANT CREDIT FOR OUTSTATION CHEQUES

- Instant credit facility shall be provided for Outstation cheques drawn in locations where ING Branches are located.
- Instant credit facility shall be offered to all individual Customers without making a distinction about the nature of the account, i.e. Savings Bank, Current Account or Cash Credit Account.
- However, eligibility criteria and amount shall be finalised by the Bank based on Bank's Credit policy and regulatory guidelines. Standing of the drawer of the cheque shall also be a factor to be considered, wherever possible.
- Instant credit facility shall be offered based on customer's request. The request is to be accepted only at the branch of the Customer account i.e. the branch where the customer maintains the account. Acceptance or rejection of the request shall be informed to the customer immediately.
- The total outstanding of any customer at any point of time under this facility shall not exceed the ceiling fixed by the Bank, which is Rs.15, 000/- at present.
- Commission / charges for offering the instant credit facility shall be based upon regulatory guidelines in this regard.
- If a cheque sent for collection for which the Bank has provided instant credit is returned unpaid, the value of the cheque will be immediately debited to the account. The customer will not be charged any interest from the date immediate credit was given to the date of return of the instrument unless the Bank had remained out of funds on account of withdrawal of funds. Interest where applicable would be charged on the notional overdrawn balances in the account had credit not been given initially at the clean Overdraft interest rate.
- If the proceeds of the cheque were credited to the Savings Bank Account and were not withdrawn, the amount so credited will not qualify for payment of interest when the cheque is returned unpaid.

- If proceeds were credited to an overdraft/loan account, interest shall be recovered at the rate of 2% above the interest rate applicable to the overdraft/loan from the date of credit to the date of reversal of the entry if the cheque/ instrument was returned unpaid to the extent the Bank was out of funds.

6. TIME FRAME FOR COLLECTING LOCAL & OUTSTATION CHEQUES:

Local Clearing: 2 working days

Outstation Cheques:

Payable at:

All major Metro Centres - 7 working days

Other Metros and State Capitals - 10 working days

All other Centres - 14 working days

Interest for Delayed Collection of Outstation Cheques

- In case of delay in collection of outstation cheques beyond the above mentioned time frame due to reasons within ING's control, interest shall be payable as under:
 - SB rate for the period of delay beyond the prescribed limit for collection
 - Where the delay is beyond 14 days interest will be paid at the rate applicable to for term deposit for the respective period beyond 14 days.
 - In case of extraordinary delay, i.e. delays exceeding 90 days, interest will be paid at the rate of 2% over the corresponding term deposit rate.
 - In the event the proceeds of cheque under collection was to be credited to an overdraft/loan account of the customer, interest will be paid at the rate applicable to the loan account. For extraordinary delays interest will be paid at the rate of 2% above the rate applicable to the loan account.
- Delayed Interest as above shall be paid to the customers without any demand from the customer. All such payments should be reported by the units in the Monthly Operating Report which would be reviewed and action to be taken to address the concerns

7. PURCHASE OF LOCAL / OUTSTATION CHEQUES:

- Normally Cheques are purchased against sanction of specific limits for the customer. (However Sanction limits are not required for providing the facility of Instant Credit).
- To the possible extent local cheques should not be purchased but sent in the immediate next clearing.
- Any purchase of cheque shall be as per the Credit Policy of the Bank
- All cheque purchases will be considered based on a written request from the customer.

- Cheque / Demand Drafts should be purchased as per the delegated financial powers of the officials. Relevant information about the customer needs to be obtained to decide to purchase the cheque or not.
- Following kinds of Cheques / Bank Drafts are not to be purchased:
 - Cheques drawn in favour of "Self"
 - Cheques / Bank draft marked 'Account payee' or 'Not Negotiable' and tendered by persons other than payee mentioned by the drawer
 - Cheques / Bank Drafts in favour of third parties
 - Cheques / Bank Drafts drawn on Co-operative Banks/ Urban Co-operative Banks are not to be considered for purchase. However, Cheques / Demand Drafts on reputed scheduled Co-operative banks may be accepted with due approval of Regional Head.
 - Withdrawal slips of other banks
 - Cheques once returned unpaid for want of funds
 - Cheques / Bank Drafts which are stale or post dated
 - Mutilated Cheques / Drafts
 - Uncrossed Cheques / Drafts
 - Cheques & Drafts with irregular endorsements
 - Cheques apparently issued as kite flying operations
 - Cheque / draft relate to supply of sensitive goods / commodities coming under the purview of Selective Credit Control directives of RBI
- Prescribed clean facility interest rate to be charged on the value of the cheque from the date of purchase till the date of recovery.
- Incase of Cheque return:
 - The amount shall be immediately recovered by debit to customers' account.
 - Interest at clean facility rate + 2% shall also be recovered simultaneously.
 - The outstanding in the account shall be treated as clean overdraft to the customer and amount recovered as per Bank's credit policy.

8. ACCOMMODATION AGAINST UNCLEARED EFFECTS:

- This facility is restricted to Bank Drafts, Cheque issued by Government and Quasi-Government bodies, LIC of India, GIC of India, Unit Trust of India, reputed Private and Public limited companies and third party cheques relating to reputed and established organization.
- Drawing against uncleared funds in operative accounts has to be approved by designated authority as per the delegation of powers after exercising due diligence and recording the justification.
- Prescribed clean facility interest rate shall be charged. Interest has to be calculated for actual number of days on the amount of accommodation granted in respect of clearing instrument where the amount of the instrument is credited to Bank's account on a subsequent day of granting accommodation. However, interest is to be charged till the date of recovery, incase of return of such instruments.

9. CHEQUES / INSTRUMENTS LOST IN TRANSIT / IN CLEARING PROCESS OR AT PAYING BANK'S BRANCH:

Incase a Cheque / Instrument is lost in transit / in the clearing process or at the paying branch, Bank shall inform the customer about the loss of instrument immediately on having the 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 and get the payment of the cheque stopped by the drawer. Bank will inform the customer about the lost instrument vide a written communication to the address mentioned in his/her Bank account.

Whenever requested by the customer, Bank shall provide assistance for obtaining duplicate cheque / instrument from the drawer / issuer by providing necessary certificate about loss of instrument.

Where applicable, on obtaining request from customer for reimbursement of the expenses (like purchase of stamp paper for indemnity, if any, courier charges etc.,) incurred by him for obtaining duplicate cheque / instrument along with proofs, if any, and reimburse all reasonable expenses.

Interest will be paid for the time taken to obtain the duplicate of the lost instrument.

Where the loss of instrument is attributable to the paying banker, all expenses and interest for the delayed period, if any, paid to the accountholder should be recovered from the paying bank. The interest payable shall be the term deposit interest rate applicable for the period (number of days between date of deposit of cheque to the date of settlement)

Expenses/Interest will not be paid in respect of instruments lost in transit where the loss is due to reasons beyond the control of the Bank. E.g. Natural Calamity etc.,

Incase of Foreign Currency Instruments:

- Bank will inform the customer of the missed instrument with a request to contact the drawer and issue stop payment and to obtain a fresh instrument.
- In case of missing instruments, Bank will agree to collect the funds based on the photocopy of missing instrument only if the original instrument was processed by the bank.
- Customer to provide an indemnity for collection of the proceeds based on the photocopy of the instrument.
- On receipt of the photocopy of the instrument, attempt to collect the amount on the basis of the photocopy of the instrument will be made, which will be governed, by "International Global Cash Letter User Guide" and "AMEX Fine Sort User Guide"
- All additional charges will be borne by the customer

10. RETURNED CHEQUES

If a cheque sent for collection for which the Bank has provided credit is returned unpaid, the value of the cheque will be immediately debited to the account even if the account goes to debit balance because of this debit and the outstanding balance shall be treated as any other clean overdraft. Bank shall charge interest at Clean Advances rate for the period the Bank was out of funds.

Bank shall also charge "Cheque Return Charges" at rates approved in Service Charges schedule (available in Bank's portal www.ingvysyabank.com) for all returned cheques.

11. FORCE MAJEURE

The Bank shall not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other "Acts of God", war, damage to the Bank's facilities or of its correspondent Bank(s), absence of the usual means of communication or all types of transportation, etc) beyond the control of the Bank prevents it from performing its obligations within the specified service delivery parameters.

PAYMENT OF BILL

The Customer shall provide correct identification details as registered with the billing company. Customer shall indemnify the Bank from any liability due to erroneous/incomplete information given the Customer this regard.

In the event of any change in the Customer's details, it is the Customer's sole responsibility to communicate these changes as registered with the billing company to the Bank immediately.

This facility will be available to the Customer subject to and upon receipt of the billing company's confirmation as to the details furnished by the Customer.

All billing and payment details will be prepared by electronic means and the information contained therein will be extracted from the computerised system maintained by the billing company and the Bank respectively. The Bank is not liable for any error in the statement as provided by billing company and the Customer shall always hold the Bank harmless against any losses, damages etc. that may be incurred or suffered if the information contained is inaccurate/incorrect/incomplete.

The Customer shall settle all disputes directly with the billing company and the Bank's responsibility is limited to provision of information only.

The Customer shall not hold the Bank liable for :

such transactions that are carried out on Customer's instructions by the Bank in good faith.

not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.

accepting instructions given by any one of the account holder in case of joint accounts.

For any loss or damage incurred or suffered the Customer due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.

Withdrawing/suspending the facility wholly/partially where Bank on a best-effort basis has tried to notify the Customer through its website or through any legally recognised medium of communication giving a minimum notice of 30 days.

All transactions other than those executed instantaneously by the Bank, that is those requiring processing by the Bank/Billing company will be carried out only during business hours and the value dates if any, will follow the operating hours /days decided by the Bank /billing company.

Customer shall give 30 days notice to the Bank in writing and obtain an acknowledgment thereof in order to terminate the Bill Payments facility.

SMS ALERT

Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

"SMS Alerts" mean the customized messages based on Triggers, sent as Short Messaging Service ("SMS") over mobile phone.

"Account" means any Savings/Current Account of the Customer with the Bank;

"Triggers" means the customized instructions to be set or placed by the Customer or by the Bank with the Bank & its systems, with respect to specific events/transactions relating to his Account to enable the Bank to send the corresponding SMS Alerts to the Customer.

"CSP" means the cellular service provider through whom the Customer or the Bank receives the mobile services.

The SMS Alert is made available at the request of the Customer at the sole discretion of the Bank. The Bank may at its sole discretion discontinue at any time with the Bank providing a prior intimation on a best-effort basis through its website or any legally recognised medium of communication.

The SMS Alerts would be generated by the Bank and will be sent to the mobile number provided by the Customer and the delivery of the SMS Alert would be entirely based on the service availability of the service provider and connectivity. The Customer agrees and understands that the SMS Alerts being dependent on various issues including connectivity the Bank cannot assure final and timely delivery of the SMS Alerts.

The SMS Alerts will be available only in relation to Accounts held in sole name or in case of either/survivor" instructions, only to the primary or first named signatory.

SMS Alerts shall not be sent by the Bank if the account operations have been suspended for any reasons whatsoever.

The Customer may request the Bank by submission of the duly completed Registration form at any of the Bank branches/locations or send a request through the Bank's website for availing the SMS Alerts facility.

The Bank shall endeavor to provide SMS Alerts on a best effort basis and wherever operationally possible for the Bank. The Bank shall not be held liable in any manner to the Customer in connection with the use of the facility.

The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on me) that the

Triggers are not genuine or otherwise improper or unclear or raises any doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

Customer is solely responsible for intimating in writing to the Bank any change in the mobile phone number or account details and the Bank will not be liable for sending SMS Alerts or other information over the Customer's mobile phone number recorded with the Bank.

Customer's mobile phone must be in an "on" mode to receive the SMS Alerts. If the Customer's mobile phone is kept "off" for a specified period from the time of delivery of an Alert message by the Bank, that particular message may not be received by the Customer.

Triggers will be activated by the Bank within 7 working days after receipt of the form as provided by the Customer. Initially, the SMS Alerts provided by the Bank on the mobile on any particular day, will have a certain time lag and accordingly the SMS Alerts being received are based on data available with the Bank with a certain time lag and may not represent data available on date of receipt. Select SMS Alerts will be sent based on data updated as of the preceding working day. Reasonable time may be taken for data processing for the purpose of sending SMS Alerts on working days of the Bank.

SMS Alert facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The timeliness, accuracy and readability of SMS Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of SMS Alerts, error, loss or distortion in transmission of SMS Alerts to the Customer.

The Bank may, in its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility.

The fees and charges for the SMS Alerts are as determined by the Bank. However, the Bank may, at its sole discretion, waive the fees/charges for a limited duration. The Bank may, at its sole discretion, revise the charges/fees for use of any or all of the SMS Alerts, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the SMS Alerts facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the SMS Alerts, as per the terms and conditions of the CSP.

Disclaimer :

The Bank will not be liable for

(i) any unauthorised use of Customer's account number or mobile phone number /instrument received at the Customer's notified phone number for any fraudulent, duplicate or erroneous instructions /Triggers given by use of the

same.

(ii) acting in good faith on any instructions/Triggers received by the Bank.

(iii) delay or inability of the Bank to act on all or any of the instructions /Triggers for reasons beyond the control of the Bank

The Bank makes no representation and gives no warranty for timely delivery or accuracy of the contents of each SMS Alert.

The SMS Alerts represent particular transaction and it is not an indicator of available credit balance in the account.

The Bank may provide any information or details relating to the Customer or the Customer's account to the CSPs so far as is necessary to give effect to any instructions/ Triggers.

11.9 Liability and Indemnity :

The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on the Customer's part provided there is no gross negligence on the part of the Bank.

INVESTMENT SERVICES

The Customer authorizes the Bank and/or its directors, employees, associates or other representatives and its affiliates or subsidiaries (Bank to execute all transactions for and on behalf of the Customer as instructed by the Customer in the manner and form prescribed by the Bank from time to time and the terms and conditions applicable. The Customer authorizes the Bank to negotiate, sign, execute and effect necessary forms, applications and documents relating to purchase, redemption, switch, etc. of Mutual Fund units.

The Bank shall not accept instructions from the Second & Third Applicants and shall accept instructions from the First Account Holder only at all times.

The transactions in the Investment Services Account/ Investment Products are not Bank deposits or obligation of or guaranteed by the Bank or its directors, employees, associates or other representatives and its affiliates or subsidiaries and are subject to investment/market risks, including the possible loss of the principal amount invested. Past performance is not indicative of the future results. Possible price fluctuations should be taken into account. Investors investing in funds denominated in non-local currency should be aware of the risk of exchange rate fluctuations that may cause a loss of principal.

The usage of any of the facilities being availed of by the Customer shall be strictly in accordance and compliance with all applicable laws (including without limitation, any governmental acts, orders, decrees, guidelines, rules and regulations including fiscal exchange control regulations) and in the event of any failure to do so the Customer shall hold the Bank harmless and indemnified from and against all actions, claims, demands, proceedings, issues, damages, costs, charges and expenses whatsoever arising thereof.

That the minimum monthly amount for each investment made under the Systematic Investment Plan (SIP) and each Systematic Transfer Plan instruction is Rs. 1000 per fund and per transfer instruction respectively or minimum as stipulated by the prospectus of the fund concerned. That in case of non-availability of cleared and collected funds as of the first working day of the month; the SIP instruction and in case of non availability of the specified mutual fund units on the stipulated date of transfer, STP instruction for that month will not be carried out. That fees or funds purchased through the SIP/STP will be as per the prospectus of the mutual fund house concerned and will be added to the Customer's Purchase Order Price. That any instruction to cancel the Customer's SIP/ STP will take 15 days to be effected.

That the SIP is a continuous investment program which neither assures a profit nor protects against a loss in declining markets.

The Bank shall not be liable for damages or injury or loss direct, indirect or consequential, arising out of or in connection with the investment services, loss of

income or profit, loss of or damage to property under any contract, negligence, strict liability or other theory arising out of or relating in any way to such services and claims of third parties damages including any loss or damage caused by reason of failure, delay or refusal of mutual fund to deliver any units purchased.

6) The Bank acts merely as a distributor of products and not as a portfolio manager or advisor and accepts no liability whatsoever.

7) All sales and purchases and all other acts done by the Bank for the Customer pursuant to these terms and conditions shall be at the Customer's risk and cost and in consideration thereof.

The Investment Services Account is only to track the Customers investments into Mutual Funds, Bonds and other Financial securities.

The Customer shall avail the nomination facility and in the event of death of the Customer/s, the nominee would receive the balance outstanding in the account. Nomination facility is intended only for individuals including a sole proprietary concern. There cannot be more than one nominee in respect of single/ joint account. This is also applicable to deposits having operating instructions either or Survivor It may be noted that in the case of a joint account the nominee's right arises only after the death of all the holders.

The Bank may be required to disclose the details of any of its Customers, including but not limited to, the details relating to signature/data to AMC and /or its Authorized Registrar in the normal course of business.

The Bank may at its sole discretion vary the terms and conditions or withdraw any of the facilities provided herein from time to time.

The Customer shall keep the Bank fully indemnified and hold harmless at all times from and against all claims, expenses, losses, damages, costs (including reasonable attorney fees) actions, suits, proceedings or demands that the Customer may receive from or on behalf of the mutual fund house(s) in which the Customer is investing, for non- execution or delays in execution of the instructions either on account of non-availability of sufficient funds in the Customer's Account or delays in the mail/ courier services or for any other reason whatsoever or for the Bank being unable to accept the instructions for any reason.