

# Fair Practice Code (FPC) Policy

## FINANCING Solutions

Aditya Birla Finance Ltd.  
(A subsidiary of Aditya Birla Capital Ltd.)



**ADITYA BIRLA  
CAPITAL**

1800-270-7000

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# FAIR PRACTICE CODE

The FPC policy is in reference to the following circulars

1. RBI/2015-16/16 DNBR (PD)CC.No.054/03.10.119/2015-16 dtd July 01, 2015
2. RBI/2019-20/258 DOR (NBFC) (PD) CC. No.112/03.10.001/2019-20 dtd June 24, 2020
3. RBI/DNBR/2016-17/45 Master Direction DNBR. PD. 008/03.10.119/2016-17 (updated on Feb 17,'2020)

The Fair Practices Code, as mentioned herein below, is in conformity with the above mentioned RBI Circulars on Fair Practices Code for NBFCs. This policy sets minimum Fair Practice standards for ABFL to follow while dealing with its customers. It provides a framework for dealing with the customers on day to day basis, as required by the FPC code.

The FPC is applicable to the above, irrespective of whether the product or service is provided physically, over the phone, on the internet or by any other method whatsoever, existing or in the future.

### **Objective of the Code**

The code has been developed with the objective of:

- Ensuring fair practices while dealing with all its customers
- Greater transparency enabling customers in having a better understanding of the product and taking informed decisions
- Building customers' confidence in ABFL

### **Applications for Loans and their processing**

- Applications for loans and their processing (a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower. (b) Loan application forms should include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. The loan application form may indicate the documents required to be submitted with the application form. ABFL has a system of giving acknowledgement for receipt of all loan applications.

### **Loan appraisal and terms/conditions**

- ABFL shall convey in writing to the Borrower by way of a sanction letter or otherwise, the amount of limit sanctioned along with all the terms and conditions, including annualised rate of discount/interest and method of application thereof, and keep the acceptance of these terms and conditions by the borrower on ABFL's record.
- ABFL will convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions including annualised rate of interest and method of application thereof, and keep the acceptance of these terms and conditions by the borrower on its record. ABFL will furnish a copy of the loan agreement as understood by the borrower, along with a copy

each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement/post-disbursement as part of welcome kit.

- Any clause relating to penal interest charged for late repayment will be specified in **bold** in the Loan Agreement.

#### **Disbursement of loans including changes in terms and conditions**

- Through its published website or as appropriate if specific to a customer, ABFL will give Notice to its Borrower(s) in the vernacular language or a language as understood by the borrower, of any change in the terms and conditions of the sanction. ABFL will also ensure that changes in discount/interest rates and charges are effected only prospectively.
- Decision to recall/accelerate payment or performance under the Agreement will be in consonance with the respective loan Agreement.
- ABFL will release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim ABFL may have against the borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which ABFL is entitled to retain the securities till the relevant claim is settled/paid.

#### **Loan Sourced from Digital Lending Platforms**

- Names of digital lending platforms engaged as sourcing agents (referred to as agents, hereinafter) shall be disclosed on the website of ABFL.
- Digital lending platforms engaged as agents shall be directed to disclose upfront to the customer, ABFL's name and ABFL will disclose the agents name on whose behalf they are interacting with him.
- Immediately after sanction, but before execution of the loan agreement, the sanction letter shall be issued to the borrower on the letter head of ABFL.
- A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement shall be furnished to all borrowers at the time of sanction/disbursement of loans.
- Effective oversight and monitoring shall be ensured over the digital lending platforms engaged by ABFL.
- Adequate efforts shall be made towards creation of awareness about the grievance redressal mechanism.

#### **General**

- ABFL will refrain from interference in the affairs of its Borrower, except for the purposes provided in the terms and conditions of the respective loan agreement (unless new information, not earlier disclosed by the Borrower, which may come to the notice of ABFL).
- In case of receipt of request from the Borrower for transfer of Borrower's account, the consent or otherwise i.e. objection of ABFL, if any, is generally conveyed to such Borrower within 21

days from the date of receipt of the Borrower's request. Such transfer will be as per transparent contractual terms in consonance with all the applicable laws.

- In the matter of recovery of outstanding dues of its Borrower, ABFL does not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans/dues, etc. Training is imparted to ABFL Staff and all agency employees to ensure that they are adequately trained to deal with customers in an appropriate manner.
- As a measure of customer protection and also in order to bring in uniformity with regards to prepayment of various loans by borrowers of Banks and NBFCs, ABFL will not charge foreclosure charges/pre-payment penalties on all floating rate term loans sanctioned to individual borrowers.

### **Responsibility of Board of Directors**

- ABFL Board of Directors have approved a grievance redressal mechanism
- There will be periodical review of the compliance of the Fair Practices Code and the functioning of the grievance's redressal mechanism at various levels of management. A consolidated report of such reviews will be submitted to the Board at regular intervals.

### **Grievance Redressal Mechanism**

At ABFL, customer service and satisfaction are our prime focus.

In order to make ABFL's redressal mechanism more meaningful and effective, a structured system has been built. This system would ensure that the redressal sought is just and fair and is within the given framework of rules and regulation.

#### **a. Machinery to handle customer complaints/grievances**

Customers who wish to provide feedback or send in their complaint may use the following channels between 9:30 am and 6:00 pm, from Monday to Friday (except on national holidays).

- Call our Customer Service Helpline on 1800-270-7000
- Email us at [care.finance@adityabirlacapital.com](mailto:care.finance@adityabirlacapital.com)
- Write to us at the below mentioned address:

Aditya Birla Finance Limited

10th Floor, R-Tech Park, Nirlon Complex,  
Off Western Express Highway, Goregaon East,  
Mumbai - 400 063

In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by ABFL, the customer can approach the Complaints Redressal Officer. The name and contact of the Complaint Redressal Officer is as follows:

Ms. Smita Nadkarni

Tel No. : +91-22-62257642

Email ID: grievance.finance@adityabirlacapital.com

In case the response received through the above channels are not satisfactory, they can write to the Head of our Complaint Redressal Cell at: ABFL.GrievanceHead@adityabirlacapital.com

We assure response to letters/emails received through this channel within 5 working days.

If the complaint/dispute is not redressed within a period of one month, the customer may appeal to Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision of RBI under whose jurisdiction the Registered Office of the ABFL falls. The details of DNBS is as given below

Dy. General Manager, Department of Non-Banking Supervision

Ahmedabad Regional Office

1st Floor, Near Gandhi Bridge

Ahmedabad – 380014

Tel: 079 -27540093/27540943

Email Id: dnbsahmedabad@rbi.org.in

#### **b. Mandatory display requirements**

ABFL is compliant with the following in all our branches:

- Appropriate arrangement for receiving complaints and suggestions.
- Display of the name, address and contact number of the Complaint Redressal Officer

The process of the complaints redressal unit will ensure closure of all complaints to the customers' satisfaction.

They will ensure that the complaint is escalated to the appropriate levels in case it is not possible to resolve at his/her level. Whilst the ultimate endeavour is to ensure we reach a situation where our customers don't have to complain to senior management to get an effective redressal, we have put in a robust mechanism to handle these complaints, review them from a point of view of understanding reasons for the complaint and for the escalation and working on prevention of recurrence thereof.



### **c. Time frame**

To register complaints, the customers may use any of the channels mentioned above (refer point (a) on Internal Machinery to handle the customer complaints). If the complaint has been received in writing, ABFL will endeavour to send an acknowledgement/response within 5 working days. Once the matter is examined, ABFL endeavours to either send a final response to the customer or an intimation seeking more time within one month upon receipt of complaint.

Complaints that are received at our end will be seen in the right perspective and would be analysed from all possible angles.

The communication of ABFL's stand on any issue will be provided to the customers. Complaints that require some time for examination of issues involved will be acknowledged promptly.

The aforesaid policy will be reviewed periodically, revised as and when there are any new changes incorporated by ABFL in handling complaints/grievances of the customer which includes introduction of new grievance channels, if any.

### **Language and mode of communicating Fair Practice Code**

Fair Practices Code, preferably in the vernacular language or a language as understood by the Borrower should be put up on the website of the company for the information of various stakeholders. Copies will be made available on request.

### **Regulation of Excessive Interest charged**

- ABFL has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges.
- ABFL has adopted an interest rate model, taking into account cost of funds, margin and risk premium for determining rate of interest to be charged for loans and advances.
- The rate of interest to be charged depends much upon the gradation of the risk of the Borrower viz. the financial strength, business, regulatory environment affecting the business, competition, past history of the borrower, etc.
- The applicable interest rate for the exposure shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.
- The rate of interest will be annualised so that the Borrower is aware of the exact rates that would be charged to the account.

### **Complaints about excessive interest charged**

ABFL has laid out appropriate internal principles and procedures in determining interest rates and processing and other charges. In this regard the guidelines indicated in the Fair Practices Code about transparency in respect of terms and conditions of the loans will be kept in view.

### **Confidentiality**

- (a) Unless authorised by the customer ABFL will treat all personal information as private and confidential
- (b) Unless authorised by the customer, ABFL will not reveal transaction details to any other entity other than the following exceptional cases:
- To provide the information by statutory or regulatory laws
  - If there is a duty to the public to reveal this information.
  - The data can be shared with the group companies with the consent of the Borrower.
  - ABFL will not use this as a reason for giving information about customers to anyone else for marketing purposes.

### **Miscellaneous**

Currently ABFL does not envisage lending against collateral of gold jewellery or commercial vehicle finance. In the event of addition of these product lines, the FPC policy will be updated suitably, in line with the guidelines laid down by the RBI.

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We may use the services of our authorised agencies in servicing your requirements.