



INCRED FINANCIAL SERVICES LIMITED ('INCRED')

FAIR PRACTICES CODE

Date of Approval/Modification: July 23, 2021

Approved by: Board of Directors

Owner of the Policy: Compliance Department

Version Control: 6

Policy Review Cycle: Annually

InCred Financial Services Limited

Fair Practices Code

InCred Financial Services Limited ('IFSL' or 'the Company') is a Non-Banking Financial Company (NBFC) registered with the Reserve Bank of India (RBI). The Company has framed and adopted the Fair Practices Code ("the Code") which sets the fair practice standards while dealing with individual customers and legal entities. The Code has been prepared based on the RBI Master Direction- Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, RBI/DNBR/2016-17/45 Master Direction DNBR. PD. 008/03.10.119/2016-17 dated October 17, 2016, as amended from time to time.

The Company shall adopt all the best practices prescribed by RBI from time to time and shall make appropriate modifications if any necessary to this Code to conform to the standards so prescribed. The Company's policy is to treat all the customers consistently and fairly. The employees of the Company will offer assistance, encouragement and service in a fair, equitable and consistent manner. The Company will ensure that the implementation of the Code is the responsibility of the entire organisation. The Company's fair lending practices shall apply across all aspects of its operations including marketing, loan origination, processing, and servicing and collection activities

1. OBJECTIVES OF THE FAIR PRACTICES CODE

The Code has been adopted:

- a) To promote good and fair practices by setting minimum standards in dealing with customers
- b) To increase transparency so that the customers can have better understanding of what they can reasonably expect of the services;
- c) To encourage market forces through competition, to achieve higher operating standards;
- d) To promote a fair and cordial relationship between customers and the Company;

2. APPLICABILITY

The Code shall apply to all employees, its agents/ representatives /third-party vendors/service providers of the Company and other persons authorized to represent it in the course of its business.

3. NON-DISCRIMINATION POLICY

The Company will not discriminate between its customers on the basis of gender, physical ability, race or religion. The Company will also not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities, etc. However, this does not preclude the Company from instituting or participating in schemes framed for different sections of the society.

4. LANGUAGE OF THE COMMUNICATION

All required communications by the Company to the borrower will be in the language as understood by the borrower (English or Vernacular language).

5. APPLICATIONS FOR LOANS AND THEIR PROCESSING

- a) Loan application forms shall include the relevant information which affects the interest of the borrower so that informed decision could be taken by the borrower. The loan

application form shall also indicate the list of documents required to be submitted with the application form.

- b) Receipt of completed application forms will be duly acknowledged by the Company and will also indicate the approximate time frame within which the customer can expect to hear from the Company regarding his/ her loan application.

6. LOAN APPRAISAL AND TERMS AND CONDITIONS

- a) All loan applications will be assessed as per the Company's internal credit policies and appraisal process;
- b) Upon approval of the loan a sanction letter indicating the amount of loan sanctioned, the applicable annualized rate of interest, method of application of the same along with other important terms and conditions will be conveyed in writing to the borrower;
- c) The Company will mention the penal interest charged for the late payment in bold in the loan agreement. A suitable provision in this regard has been incorporated in the loan agreement;
- d) After the execution of the loan agreement, all the borrowers will be furnished a copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement.

7. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS

- a) Any changes in the terms and conditions (which are impacting the borrower) including rate of interest rate, service charges, prepayment charges, repayment/ disbursement schedule etc. shall be informed to the borrower in writing;
- b) Changes in interest rates and other charges (which are averse to the borrower) shall be with prospective effect only;
- c) Decision to recall any loan / accelerate payment shall be done in accordance with the terms and conditions of the loan agreement;
- d) All underlying securities shall be released, as per the request of the borrower, after the full repayment of the loan along with all other charges as per the terms of the loan agreement and subject to exercise of any right of lien/set off, for which a notice shall be given to the borrower with full details.

8. PRIVACY AND CONFIDENTIALITY

1. Credit Reference Agencies/ Credit Information Companies (CICs)

- a) The Company may share details of the loan and repayment track record of its borrowers to the Credit Information Companies as per the regulatory directions/ guidelines or the Company's internal policies.
- b) The Company may share information with the Credit Information Companies about the personal debts the customer owes it if:
 - i. The customer has fallen behind his/her payments
 - ii. The amount owed is not in dispute
 - iii. The customer has not made payment following our formal demand for repayment of dues.
- c) At the same time, the Company representatives will explain to the customers the role of the CICs and the effect the information they provide can have on customer's credit score and ability to get credit.
- d) The Company will give information about the customer's account to the CICs if the customer has given his/her permission to do so OR the statutory/ regulatory requirements prescribe so.
- e) The Company will provide relevant information given to the CICs if demanded by the customer.

2. Sharing of information

- a) The Company may provide such information to its group/associate entities or companies for which it has obtained consent/ permission from its customer

under loan application/ sanction letter/ most important terms & conditions/loan agreement.

b) The Company will treat the personal information of customer even when the customer is no longer a customer as private and confidential. We will not reveal the data or information of customer to anyone except as provided above and in the following exceptional cases:

- i. Required by law;
- ii. Duty towards public to reveal information;
- iii. The Company's interest requires giving information;
- iv. The Company has consent/ permission from the customers;

c. The Company's representatives will inform the customer about his rights/ liabilities under the Laws of India for accessing the personal records that the Company holds about him/her;

d. The Company will not use customer's personal information for marketing purposes unless the customer specifically authorizes us to do so.

9. GENERAL PROVISIONS

a) The Company shall refrain from interference with the business of the borrowers except under the terms and conditions of the loan agreement (unless new information, not disclosed earlier, by the borrower has come to the notice of the Company);

b) Where the borrower insists on transferring the loan, the consent or otherwise the objection if any, would be conveyed within 21 days from the date of receipt of such request of the borrower. Such transfer will be as per the terms and conditions of the loan in consonance with law;

c) For recovery of loan, the Company will not resort to undue harassment and will follow procedures adopted internally by the Company within the applicable legal framework;

d) The Company shall not charge foreclosure charges/ pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers, The Company will ensure that the staffs are adequately trained to deal with the customers in appropriate manner.

10. GRIEVANCE REDRESSAL MECHANISM

Any customer having a grievance/complaint/feedback with respect to the product and services offered by the Company may write to the Company's Customer Service/Care Department through any of the following channels:

- ✓ Call at 18001022192
- ✓ Email- care@incred.com
- ✓ Writing a letter at the address- Incred Financial Services Limited, 1203, 12th Floor, B Wing, The Capital, Bandra Kurla Complex, Mumbai - 400 051
- ✓ Website- www.incred.com

How a complaint should be made:

Customers are requested to necessarily provide necessary loan details i.e. Loan Account Number, Details of Feedback/ Suggestion/ Complaint and valid Contact Information including phone no. & e-mail ID while lodging communicating with the Company.

When to expect a reply

The Company shall endeavor to address/respond to all queries/grievances within reasonable time and keep the customer informed about the status of their complaints. Each customer query/complaint being unique in nature, may take up to thirty days for complete resolution after investigation.

Whom to approach for redressal:

Customers are requested to first raise their concerns through any of channels mentioned above. And if the same is not resolved within 5 days or if the customer is not satisfied with the solution provided by the customer care service, then the customer may follow below escalations for resolving their grievances,

Mr. Asif Khan

Contact: 022-42117799

Email Id care@incred.com

In case the complaint is not resolved within a period of five days or if the customer is not satisfied with the solution provided by Mr. Asif Khan, then the customer may approach to the 2nd level of escalation as per the details mentioned below:

Name : Mr. Vaidyanathan Ramamoorthy

Contact : 022-42117799

Email Id : vaidyanathan.ramamoorthy@incred.com

In case the complaint is not resolved within a period of five days or if the customer is not satisfied with the solution provided Mr. Vaidyantahan Ramamoorthy then the customer may approach to the Grievance Redressal Officer. The name and contact details of the Grievance Redressal Officer is as follows:

Grievance Redressal Officer Name: Mr. Magesh Iyer

E-mail ID: incred.grievance@incred.com

Telephone no.: 022-42117799

Address: Incred Financial Services Limited, 1203, 12th Floor, B Wing, The Capital, Bandra Kurla Complex, Mumbai - 400 051

If the complaint/dispute is not redressed within a period of fifteen days, 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 IFSL falls. The details of DNBS are as given below

Escalation to the Reserve Bank of India

If the complaint/dispute is not redressed within a period of thirty days, the customer may appeal to Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision at the following address:

The General Manager,
Department of Supervision
Mumbai Regional Office
Reserve Bank of India, 3rd floor, Byculla Office Building,
Opp. Mumbai Central Station,
Mumbai- 400008
Email: dnbs@rbi.org.in
Contact No.: +91 (22) 23084121

11. INTEREST CHARGES

- a) To ensure that the customers are not charged excessive interest rates and charges on loans and advances by the Company, the Board of Directors of the Company has adopted a Policy on Interest Rate Model and Policies & Procedures on Determining Interest Rates, which has been put up on the Company's website for the benefit of its customers.
- b) The information regarding the Interest Rate Model of the Company will be also disclosed in the application form and sanction letter.

12. REPOSSESSION, IF VEHICLES ARE FINANCED BY THE COMPANY

The Company will have a re-possession clause in the loan agreement with the borrower that will be legally enforceable. To ensure transparency following terms and conditions will be provided in the loan agreement:

- a) Notice period before taking a repossession;
- b) Circumstances under which the notice period can be waived;
- c) The procedure for taking possession of the security;
- d) A provision regarding final chance to be given to the borrower for repayment of the loan before the sale/ auction;
- e) The procedure for giving repossession to the borrower;
- f) The procedure for sale / auction of the property.

13. REVIEW

The Board will be updated for periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management, and a consolidated report of such reviews shall be submitted to the Board at regular intervals, as and when required. The Code shall be reviewed annually by the Board of Directors, and any other regulatory changes in this regard will stand updated in the Code from time to time.