

# ANZ Fair Practise Code for Depositors

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## POLICY

### Introduction

#### ABOUT THIS CODE

This code has been adopted by Australia and New Zealand Banking Group Limited, India ("ANZ") to promote good and fair banking practices by setting minimum standards in dealing with customers. The code is expected to increase transparency so that our customers can have a better understanding of what they can reasonably expect of the services. This will also provide valuable guidance to our customers for their day-to-day operations.

The Code applies to:

- Current and all other deposit accounts
- Collection and remittance services offered by us
- Loans and overdrafts
- Foreign exchange services
- Para-banking services offered by the Bank

As a voluntary Code, it promotes competition and encourages market forces to achieve higher operating standards for the benefit of customers. In the Code, 'you' denotes the "customer" and 'we' the "bank", the customer deals with.

The standards of the Code are covered by the four key commitments found in the next section.

Unless it says otherwise, all parts of this Code apply to all the products and services listed above, whether they are provided by all branches across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method.

Commitments outlined in this Code are applicable under normal operating environment. In the event of force majeure, we may not be able to fulfil the commitments under this Code.

## *I. KEY COMMITMENTS*

### **We promise to:**

- a. Act fairly and reasonably in all our dealings with you by:
  - meeting the commitments and standards in this Code, for the products and services we offer, and in the procedures and practices our staff follow
  - making sure our products and services meet relevant laws and regulations
  - ensuring our dealings with you will rest on ethical principles of integrity and transparency.
  
- b. Help you to understand how our financial products and services work by:
  - giving you information about them in English and
  - explaining their financial implications
  
- c. Deal quickly and sympathetically with things that go wrong by:
  - Correcting mistakes in a reasonable time period.
  - Handling your complaints in a reasonable time period.
  - telling you how to take your complaint forward if you are still not satisfied and
  - reversing any bank charges that we apply due to our mistake.

## *II. INFORMATION*

Helping you to choose products and services, which meet your needs.

2.1. Before you become a customer, we will:

- give you clear information explaining the key features of the services and products you tell us you are interested in
- give you information on any type of account facility which we offer and may suit your needs
- tell you what information we need from you to prove your identity and address and to comply with legal and regulatory requirements, and

2.2. Once you have chosen an account or service, we will tell you how it works.

2.3. When you open an account, we will give you information on your rights and responsibilities.

2.4. We recommend that you avail nomination facility offered on all deposit accounts, articles in safe custody.

2.5. We will guide you how we will deal with deposits and other assets held with us in the name of a deceased person in the absence of nomination.

### *III. INTEREST RATES*

3.1 You can find out about our interest rates by

- looking at the notices at our branch
- phoning our branch
- looking on our website; or
- Asking our designated staff.

3.2 When you become a customer, we will give you information on the interest rates which apply to your accounts, and when we will pay interest on your deposits or debit interest on your loan accounts. We will also tell you our website address and the other ways in which you can find out about changes in the interest rates.

3.3 We will explain how we apply interest to your account

#### **Changes in the interest rates**

3.4 When we change the interest rates on our products, we will update the information on our website within seven working days

#### **Interest on savings accounts and Current accounts**

3.5 At the time of opening of the account, we will inform you the rate at which interest is paid on your savings deposits ,how it is calculated and its periodicity

3.6 Current accounts by its nature are non- interest bearing accounts.

#### *IV. CHARGES*

- 4.1 When you become a customer, we will give you upfront details of any charges applicable to the products chosen by you
- 4.2 You can also find out about our charges by asking our staff at the branch where you have your account
- 4.3 If we increase any of these charges or introduce a new charge, it will be notified at least one month before the revised charges are levied / become due
- 4.4 We will tell you the charge for any other service or product before we provide that service or product, and at any time you ask.

#### *V. TERMS & CONDITIONS*

- 5.1 When you become a customer or accept a product for the first time, we will give you the relevant terms and conditions for the service you have asked us to provide.
- 5.2 All written terms and conditions will be fair and will set out your rights and responsibilities clearly and in plain language. We will only use legal or technical language where necessary.

#### **Changes to Terms and Conditions**

- 5.3 When you become a customer, we will tell you how we will let you know/ notify about changes to terms and conditions.
- 5.4 Normally, changes will be made with prospective effect giving notice of at least one month except interest rates. If the changes are to your disadvantage, you may close the account at any time up to 1 month from the date of the notice without having to pay any extra charges or interest for doing this.
- 5.5 Changes in the interest rates on our products (for e.g. deposits and advances) from time to time will be notified as per the ANZ's policy/practice.

#### *VI. ACCOUNT OPERATIONS*

### **Statements**

- 6.1 To help you manage your account and check entries on it, we will give your account statements at regular intervals unless this is not appropriate for the type of account you have.
- 6.2 We will normally provide you with a monthly statement. You can ask us to provide you with account statements more often than is normally available on your type of account, but there may be a charge for this service.

### **Clearing Cycle / Collection Services**

- 6.3 We will tell you about the clearing cycle, including when you can withdraw money after lodging collection instruments and when you will start to earn interest.
- 6.4 We will give credit to your account for outstation cheques lodged by you and will allow you to draw against such instrument[s] under collection as per our cheque collection policy.
- 6.5 We will pay interest on funds involved if collection is delayed beyond the normal period as per our cheque collection policy.

### **Cash Transactions**

- 6.6 You should count notes and ensure correctness before leaving the cash counter.
- 6.7 Avoid writing anything on the face of the notes and co-operate with us by remitting notes in unstapled / unstitched conditions as required under RBI's Clean Note Policy.



### **Direct debits and standing instructions**

6.8 We will act upon mandates given by you for direct debits (say ECS) and other standing instructions.

### **Cheques issued by you**

6.9 We will keep original cheques paid from your account or copies, for such periods as required by law.

6.10 If, within a reasonable period after the entry has been made on your statement, there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence, subject to charges if applicable.

6.11 We will tell you how we will deal with unpaid cheques and out-of-date (stale) cheques.

6.12 If money is transferred to your bank account from abroad, we will tell you the original amount received and charges, if any.

6.13 We will guide you about regulatory requirements or conditions relating to foreign exchange services offered by us as and when required by you

### **Protecting your account**

6.14 We will tell you what you can do to help protect your accounts. You can find out more about what you can do to help in section 8 of this Code.

6.15 In the event your cheque book has been lost or stolen, or that someone else knows other security information, we will, on your notifying us, take immediate steps to try to prevent these from being misused.

## *VII. PROTECTION*

### **Confidentiality**

7.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not reveal transaction details of your accounts to a third party, including entities in our group, other than in the following four exceptional cases when we are allowed to do:

- If we have to give the information by law
- If there is a duty towards the public to reveal the information
- To prevent unlawful activity (for example, to prevent fraud) but we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else, including other companies in our group, for marketing purposes
- If you ask us to reveal the information, or if we have your permission to provide such information to our group/ associate/entities or companies when we have tie-up arrangements for providing other financial service products.

## *VIII. WHAT YOU CAN DO TO PROTECT YOUR ACCOUNTS*

8.1 This section is all about what you can do to help prevent your accounts being misused.

### **Communication Link**

Please make sure you let us know as soon as possible when you change your:

- Name
- Address
- Phone number or e-mail address (if this is how we communicate with you).

### **Checking your account**



8.2 We recommend that you check your statement regularly. If there is an entry, which seems to be wrong, you should tell us as soon as possible so that we can sort it out

8.3 If we need to investigate a transaction on your account you should co- operate with us and the police or any other authority, if we need to involve them.

### **Taking care**

8.4 Taking care of your cheques, password and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the advice given below:

- Do not keep your cheque book and cards together
- Do not keep the blank cheque leaves signed
- Do not allow anyone else to use your account password or other security information
- Always learn your password and other security information, and destroy the notice as soon as you receive it
- Never write down or record your password or other security information
- Never give your account details password or other security information to anyone unless you know who they are and why they need them

8.5 If you send a cheque through the post, it will help to prevent fraud if you clearly make the cheque account payee and cross the cheque.

What to do if you lose your cheque book or if someone else knows your Password

8.6 It is essential that you tell us as soon as you can if you suspect or discover that:

- your cheque book has been lost or stolen or
- Someone else knows your password or other security information.

8.7 The best way of telling us about the loss will usually be by phone, using the numbers we have given you. Alternatively, you may send a written communication to us immediately.

### **Cancelling payments**

8.8 If you want to cancel a payment or series of payments you have authorised, you should do the following:

- To stop payment of a cheque or cancel standing instruction given, you must tell us in writing
- To cancel a direct debit, you can either tell the originator of the direct debit or tell us. We recommend you do both.
- It may not be possible to cancel payments if you do not give enough notice of your decision to cancel.

### **Liability for Losses**

8.9 If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you

8.10 May be responsible for them. (This may apply if you do not follow section 8.4.)

Please refer to our customer grievance policy for more details on limited liability of a customer - <http://www.anz.com/india/en/auxiliary/key-policies/>

## *IX. LOANS & ADVANCES*

- 9.1 we lend you any money or increase your overdraft or other borrowing, we will assess whether we feel you will be able to repay it. If we offer you an overdraft, or an increase in your existing overdraft limit, we will tell you if your overdraft is repayable on demand or otherwise.
- 9.3 Wherever possible, reasons for rejection of loans will be conveyed to you.

## *X. FURTHER ASSISTANCE*

### **Complaints / Grievances and Feedback / Suggestions**

#### **Internal procedures**

The customers may highlight their complaints / issues with ANZ. The officer in the concerned unit with whom the customer has raised the issue is responsible for the resolution of complaints/grievances. The Customer Service Manager may also be contacted by the customers for lodging their complaints. It will also be ensured that the complaint is escalated to the appropriate levels in case it is not possible to resolve it at a branch level. Whilst the ultimate endeavour is to ensure resolution of the complaint at the earliest through proper communication with the customer, ANZ also have 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. The following course of action may be considered for the redressal of complaints.

#### **Level 1**

If a customer needs to file a complaint, ANZ will explain how this may be done and what to do if customer is not happy with the outcome. ANZ staff will help you with any questions you have. Within 5 business days of receiving your complaint, ANZ will send you a written acknowledgement. After examining the matter, ANZ will send a final or other response within 10 business days and will explain how to escalate issue if

customer is not still not satisfied. Cases involving third parties may take an additional turnaround time.

### **Level 2**

If the customer is not satisfied with the response received from the Branch Manager or if no response is received within 10 business days of escalating the complaint, ANZ Nodal Officer may be contacted. Customer will receive a response within a period of 5 business days from the Nodal Officer upon receipt of complaint.

### **Level 3**

If the customers feel that their concerns have not been fully addressed yet or if no response is received from the Nodal Officer within 5 business days, customer may approach the Banking Ombudsman appointed by the Reserve Bank of India. As such, in the final letter sent to the customer regarding redressal of the complaint, we will indicate that the complainant may also approach the concerned Banking Ombudsman. The details of the concerned Banking Ombudsman will also be included in the letter.

<https://bankingombudsman.rbi.org.in>

Please provide feedback on our services. Your suggestions will help us to improve our services.

### *MORE INFORMATION ABOUT THE CODE*

If you have any enquiries about this Code, you may contact the Nodal Officer.

#### **Mr. Ponnappa K C**

Chief operating officer and Principal Nodal Officer, Mumbai  
Energy building, 6th. Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025,  
[Nodal.officer@anz.com](mailto:Nodal.officer@anz.com)



**Praveen Yadav**

Head of Branch Operations, Gurgaon and Nodal Officer  
One Horizon Centre, 9<sup>th</sup>. Floor, Golf Course Road, Sector 43, DLF Phase V,  
Gurgaon –122 002, India.

[Nodal.officer@anz.com](mailto:Nodal.officer@anz.com)

**K Mahesh**

Head of Branch Operations, Bengaluru and Nodal Officer  
Hoysala Corpus, 1st Floor, Nandi Cross, NH-7, Devanahalli, Bengaluru 562110

[Nodal.officer@anz.com](mailto:Nodal.officer@anz.com)

We will have notices in our branch and on our website explaining that copies of the Code are available and how you can get one and we will make copy available to you on request. You can get a copy of this Code from our Website.