



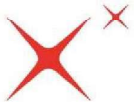
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## POLICY FOR CREDIT CARD ISSUANCE AND CONDUCT (Including Co-brand Credit Cards)



DBS Bank India Limited

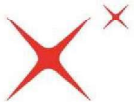
Version: May 2024



The policy document contains the framework adopted by the bank for issuance and conduct of credit cards, based on the extant regulation (“**Master Direction – Credit Card and Debit Card – Issuance and Conduct Directions, 2022**” - issued by RBI). This policy is subject to change in accordance with any developments in regulatory direction or bank’s internal policies.

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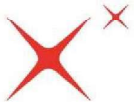
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## 1. Distribution Channels

- 1.1 The Bank shall deploy multiple channels for credit card acquisition, including direct channels (like Digital, Telesales or branch) or indirect channels in partnership with Co-brand partners, Direct Sales Agent (DSA), Fintechs or other potential partners to solicit new Credit Card applications or generate leads for application.
- 1.2 Role and responsibility of Co-brand partners will be governed in accordance with RBI guidelines which shall remain limited to marketing/distribution & providing access to the cardholder for the services that are offered (and also the initial point of contact in case of grievances).
- 1.3 Bank shall ensure that the Co-brand partners/ DSAs do not transfer or misuse any cardholder information during marketing of credit card products.
- 1.4 Bank shall ensure that the employees/agents do not indulge in mis-selling of credit cards by providing incomplete or incorrect information to the cardholders, prior to the issuance of a credit card.
- 1.5 Bank shall also be liable for the acts of its agents. Repetitive complaints received in this regard against any employee/agent shall be taken on record by the Bank and appropriate action shall be initiated against them including blacklisting of such agents.
- 1.6 Co-brand partners, DSAs or any other telemarketers engaged by the Bank will comply with the regulations issued by the Telecom Regulatory Authority of India (TRAI) and "Unsolicited Commercial Communications – National Customer Preference Register (NCPR)" from time to time. Bank shall ensure that its representatives or agent's representatives contact the prospective customers/ cardholders only between 10:00 hrs and 19:00 hrs.
- 1.7 Bank shall ensure a system of random checks and mystery shopping to ensure that their agents have been properly briefed and trained as to how to handle cardholders and are also aware of their responsibilities, particularly with regard to soliciting cardholders, hours for calling, privacy of cardholder information, conveying the correct terms and conditions of the product on offer.

## 2. Credit Policies & Limit Management

- 2.1 Bank at its sole discretion will assess customer's application for credit card through its credit policies and analytical models. Such models will be created basis various details such as application details, information provided by Credit Information Companies (CIC), verification of documents and details provided.
- 2.2 Credit limit will be assigned based on factors such as credit profile, income estimates, credit limits on other tradelines and bureau attributes.
- 2.3 The Bank at its sole discretion, may decrease the cardholder's credit limit based on internal review and will inform the cardholder of the same as and when exercised. Further, any increase in the credit limit will be undertaken with prior explicit consent from the cardholder. Such changes in credit limit will be intimated to the cardholders.
- 2.4 The Bank shall authorize transactions on the card of any amount over and above the sanctioned credit limit only after seeking explicit consent from the cardholder.

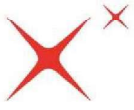


### 3. Know Your Customer (KYC) policy:

- 3.1 As part of credit card application journey, Bank or its Banking Correspondent (BC) will reach out to applicants for KYC fulfilment in line with instructions/Directions on KYC/AML/CFT issued by RBI from time to time.
- 3.2 KYC documents will be applicable to applicants as per bank's extant KYC policy.
- 3.3 Bank will conduct re-KYC of all cardholders basis the risk categorization in line with RBI guidelines.

### 4. Card Issuance and Activation

- 4.1 The Bank shall issue Credit Cards or cross-sell products (such as Loan on Card, Split & Pay, Insurance, CPP (card protection plan), Merchant EMI, Balance Transfer etc..) only with the explicit consent of the cardholder either through written consent or another digital media (Card+ app/web/email/SMS) with multifactor authentication.
- 4.2 No card shall be dispatched to a customer unsolicited. In case of renewal of an existing card, the cardholder shall be provided an option to decline the same if he/she wants to do so before dispatching the renewed card.
- 4.2.a The credit card will be issued to the customer maximum within 30 days of card application submission, if it meets the Bank norms.
- 4.3 In case a card is blocked at the request of the cardholder, replacement card in lieu of the blocked card shall be issued with the explicit consent of the cardholder.
- 4.4 Bank will reissue credit cards atleast 30 days prior to the expiry date of the active card by intimating the cardholder. However, the cardholder will be provided an option to decline the same if he/she wants to do so before dispatching the renewed card.
- 4.5 If the customer's Credit Card application is rejected due to any reason, the same would be communicated by the Bank to the customer within 30 working days from the date of receipt of application complete in all respects.
- 4.6 At the time of card issuance, the card usage shall be enabled for domestic ATM & POS transactions by default (as these transactions require PIN). However, Online, contactless and international transactions will be disabled in line with regulatory guidelines; cardholder can enable these modes using self-service options like mobile app, website or by reaching out to bank's helpline channels.
- 4.7 The bank shall consider the below activities undertaken by cardholder as activation on the card:
  - o PIN Generation
  - o Registration/linking of card on bank mobile app/internet banking platform
  - o Card activation through SMS
  - o Modification of transaction controls/limits using any of the banking channels
  - o Cardholder reaching out to a recorded line banking channel (including IVR, Customer Service Call-Centre) for card activation.
  - o Cardholder initiated retail purchase transaction on the card.

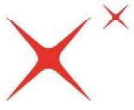


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- 4.8 Starting October 1<sup>st</sup>, 2022, Customer are required to activate the card within 30 days of card issuance. If customer fails to activate the card within 30 days, Bank shall require OTP based consent within additional 7 working days for activation of the card. If no consent is received from cardholders for activating the card, the Bank shall close the credit card account in line with regulatory mandate.
- 4.9 Unsolicited loans or other credit facilities will not be offered to the credit cardholders.

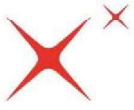
#### 5. Card closures

- 5.1 Bank shall provide an option to submit request for closure of credit card account through multiple channels such as helpline, dedicated e-mail id and other channels that will be offered by the Bank from time to time.
- 5.2 Any request for closure of a credit card shall be honored within seven working days by the Bank subject to payment of all dues by the cardholder. Subsequent to the closure of credit card, the cardholder shall be immediately notified about the closure through email, SMS, etc.
- 5.3 Failure on the part of the bank to complete the process of closure within seven working days shall result in a penalty of ₹500 per calendar day of delay payable to the cardholder, till the closure of the account provided there is no outstanding in the account.
- 5.4 Bank shall implement a process to close all cards that have not been used (In addition to financial transactions, any process initiated by the cardholder such as generation of statement, change of PIN, change in transaction controls, etc., shall be considered for treating a card as 'used') for more than a year. Bank shall provide a 30 days' notice for closure of account from 366th day of customer inactivity, to the cardholders who have not used the card for one year. If no reply is received from the cardholder within 30 days from notice as mentioned above, the card would be closed provided there is no outstanding on the Card and subject to clearance of all dues. The Bank shall report the information regarding the closure of card with the Credit Information Company/ies within a period of 30 days.
- 5.5 Subsequent to closure of credit card account, any credit balance available in credit card accounts shall be transferred to the cardholder's bank account. The Bank shall obtain the details of the cardholder's bank account, if the same is not available.
- 5.6 Cardholder can block the card at his/her convenience using DBS Card+ Mobile app or web portal. Alternatively cardholder can call DBS Card 24x7 Toll Free number (details available on the website <https://go.dbs.com/CCTnC>) in the event the Credit Card is lost, stolen, not received, swallowed at an ATM of DBS Bank or any other Bank, or is being misused without his/her respective permission. The Credit Card thereafter will be blocked and suspended. The Bank shall immediately send a confirmation to the cardholder subsequent to the blocking of a card.
- 5.7 In case Bank decides to block/deactivate/suspend the cardholder's credit card due to various reasons like KYC block, delinquency, AML/risk monitoring block etc., then Bank will send a immediate notification along with the reason to the customer through one of the available channels (SMS/email) intimating the cardholder of the action.



## 6. Most Important Terms and Conditions

- 6.1 The “Most Important Terms and Conditions” (“MITC”) are applicable to all Credit Cards/ Cardholders/applicants of Credit Card and forms a part of the Welcome Kit that is sent to Cardholders.
- 6.2 The MITC are subject to change at the discretion of the bank and in accordance with laws as applicable from time to time and they are in addition to and are to be read along with the terms and conditions of Cardmember Agreement (“Cardmember Agreement”). In case of any inconsistency between MITC and the Cardmember Agreement, the Cardmember Agreement shall prevail, unless otherwise specified.
- 6.3 The MITC shall consist of the Schedule of fee and charges, modes of supported payments along with illustrative examples of interest calculation in different scenarios, procedure for disclosure/release of information, particularly about default to Credit Information Companies and other aspects in line with the RBI Master Direction. Changes in charges shall be made only with prospective effect giving prior notice of at least one month.
- 6.4 The MITC shall specifically explain that the ‘interest-free credit period’ is suspended if any balance of the previous month’s bill is outstanding.
- 6.5 The Bank shall provide the MITC to the customer during the application journey and with the Card Welcome kit. MITC is also shared with the cardholder every time there is any change in any condition. Such changes are communicated to the cardholders with a notice of 30 days, as stipulated by RBI.
- 6.6 For providing information relating to credit history/repayment record of the cardholder to a Credit Information Company (that has obtained Certificate of Registration from RBI), the Bank shall explicitly bring to the notice of the cardholder that such information is being provided in terms of the Credit Information Companies (Regulation) Act, 2005.
- 6.7 The MITC shall also include, a well laid down procedure regarding reporting to Credit Information Companies (CICs) in line with the extant norms.
- 6.8 The MITC and copy of the agreement signed between the Bank and cardholder shall be sent to the registered email address of the cardholder or postal address as per the choice of the cardholder.
- 6.9 The Bank shall also host the MITC on its website. (<https://go.dbs.com/CCTnC>)
- 6.10 In case of an insurance cover provided with a card (complimentary or chargeable (with the consent of the cardholder)), bank shall ensure that the relevant nomination details are recorded by the Insurance Company and the availability of insurance is included, along with other information, in every statement. The information shall also include the details regarding the insurance cover, name/address and telephone number of the Insurance Company which will handle the claims relating to the insurance cover. In case of group insurance policy, the contact details of the concerned officials of the card-issuer shall be provided in the statements.
- 6.11 The terms may be altered by the Bank after giving a 30 days’ notice of the change to the cardholder to enable him/her to withdraw if he/she so chooses. After the notice period of 30 days, the cardholder would be deemed to have accepted the terms if he/she had not



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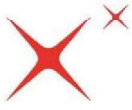
withdrawn during the specified period. The change in terms shall be notified to the cardholder through all the communication channels available.

#### **7. Add-on Cards**

- 7.1 Bank can offer multiple Additional Cards (only to the persons specifically identified by the principal cardholder) linked to a primary card, the number of such cards will be determined at the sole discretion of the Bank.
- 7.2 Primary cardholder will be fully responsible and liable for all transactions and Charges incurred on the Additional Card, which will be included in their Statement of Account for payment. This Agreement shall also be binding on the Additional Cardholders.

#### **8. Interest rate and other charges**

- 8.1 The Bank shall abide by the guidelines on Interest rate on Advances issued by the Reserve Bank as amended from time to time, while determining the interest rate on credit card dues.
- 8.2 Bank shall also prescribe an interest rate ceiling in line with other unsecured loans, including processing and other charges, in respect of credit cards. Refer to <https://go.dbs.com/CCTnC> for pricing details.
- 8.3 The Bank shall publicise through their website, e-statements and MITC the interest rates charged to various categories of cardholders.
- 8.4 Finance charges are calculated at Annualized Percentage Rate (APR) charged monthly on all transactions from the date of transaction in the event of Cardholder not paying the outstanding in full and on all cash transactions, till they are paid back.
- 8.5 These APRs will be dependent on the business strategy which may vary basis multiple factors like customer segment, tenure, risk segment, prevailing market conditions or other relevant parameters.
- 8.6 All applicable fees and charges to the customer will be published as part of Most Important Terms and Conditions (MITC) /Key fact statement (KFS) document and communicated on regular frequency to the cardholder. The same would be made available at bank website – <https://go.dbs.com/CCTnC>
- 8.7 The method of calculation of APR for different scenarios like retail purchase, cash withdrawal, payment of Minimum Amount Due (MAD), late payment, etc. will be provided in the MITC document with clear examples.
- 8.8 The number of 'days past due' and late payment charges shall be computed from the payment due date mentioned in the credit card statement, as specified under the regulatory instructions on 'Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances' amended from time to time.
- 8.9 Late payment charges and other related charges shall be levied only on the outstanding amount (adjusted for payments/refunds/reversed transactions as and when credited) after the due date and not on the total amount due.
- 8.10 Interest shall be levied only on the outstanding amount, adjusted for payments/refunds/reversed transactions.



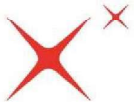
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- 8.11 Fees and charges for EMI products on card (as and when available) – Merchant EMI, EMI on phone, EMI on app/website, Balance transfer, Instaloan, Instaloan+, Balance on EMI offered will be fixed interest rate loans and the rate of interest charged will remain same throughout the tenure of the loan. This Fee, Charges and Interest will be intimated to the cardholder at the time of these loans disbursal/conversion as applicable.
- 8.12 In case Bank levies any charges erroneously, then such fees or charges will be reversed in cardholder's account within 60 days of identifying the issue.
- 8.13 Bank shall levy overlmit charges if and only if the customer's explicit consent for overlmit is available. Bank shall not consider or factor in the charge/interest/fees levied for the computation of credit limit usage and shall not levy overlmit charges in case the card outstanding goes beyond credit card limit on account of charge/interest/fees

#### 9. Billing/Statements

- 9.1 Bank will send at cardholders mailing address, a statement once a month for each billing period (hereinafter "Statement") during which there is any transaction or outstanding on the Card Account.
- 9.2 The statement highlights Total Amount Due (TAD), Minimum Amount Due (MAD) and Payment Due Date (PDD) and applicable fee and taxes in accordance with regulatory guidelines.
- 9.3 Bank may choose to send the Statement through one or more of the following modes: Post, Email, SMS Messaging. It shall be the responsibility of the Cardholder to access and view their credit card e-statements via mobile app or net banking.
- 9.4 Non receipt of Statement(s), either physical or electronic statement via aforementioned modes of delivery, would not affect cardholders' obligations and liabilities under the cardmember agreement, and cardholder shall be liable to settle at least the Minimum Amount Due (MAD) before the Payment Due Date.
- 9.5 Bank reserves the right to not send physical statements by mail / courier to cardholders who have an outstanding balance less than INR. 100. These cardholders, however, can access their statements online and avail of e-statements.
- 9.6 The cardholder shall be provided with an option to change the billing cycle of the credit card at least once during the card lifecycle. This option may be made available through various modes including helpline, email id, IVR, Mobile application, web platform etc.
- 9.7 Bank shall implement a process to ensure that no charges are levied on transactions disputed as 'fraud' until the same is resolved.
- 9.8 Bank shall ensure that any credit amount arising out of refund/failed/reversed transactions or similar transactions before the due date of payment for which payment has not been made by the cardholder, shall be immediately adjusted against the 'payment due' and notified to the cardholder.



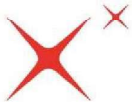


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- 9.9 Bank will ensure complete transparency in the conversion of credit card transactions to Equated Monthly Instalments (EMIs). The conversion of credit card transactions to Equated Monthly Instalments (EMIs) shall be communicated by Bank clearly indicating the principal, interest and upfront discount provided by the merchant/Bank (to make it no cost), prior to the conversion. EMI particulars (*Interest/Principal/Charges/Fees*) shall be displayed in the monthly statement. EMI conversion with interest component shall not be camouflaged as zero-interest/no-cost EMI.
- 9.10 Bank will provide the list of payment modes authorised for making payment towards the credit card dues on the website and billing statement.

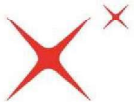
#### 10. Repayment

- 10.1 Cardholder is also liable to pay Joining/Membership fees or any other fees and charges as agreed in the Most Important Document (MID) or Most Important Terms and Conditions (MITC) at the time of onboarding.
- 10.2 If the cardholder chooses to pay less than the Total Amount Due (TAD) by the Payment Due Date (PDD), the balance outstanding would be carried forward to the subsequent statement. An interest as agreed in the MITC would be charged to the cardholder and Credit free period shall not be available till the complete outstanding amount is paid off.
- 10.3 Bank would report the payment behavior of the cardholder / Corporate as applicable with Credit information Companies in accordance with the regulatory guidelines.
- 10.4 In the event of default, the bank shall report the credit card account status as “defaulter” with the Credit Information Company. A notice ranging from 3 to 7 days shall be given to the card holder about the intention to report him/her as defaulter to the Credit Information Company.
- 10.5 Bank may also take support from its collections infrastructure/agencies to recover the outstanding dues from the cardholder in accordance with prevailing regulatory guidelines.
- 10.6 Cardholder/ Corporate shall be liable for the loss occurring due to unauthorized transactions if the loss is due to negligence by the cardholder
- 10.7 Bank shall offer following repayment channel options to the cardholders:  
A Resident Indian Cardholder has the benefit of the following modes of payment to the bank:
- o **Credit Card Mobile App:** Cardholder can make payments at their convenience using DBS Card+ Mobile App. Cardholder can manage their account and make payments to their Card instantly using other bank account.
  - o **Online Card Payment:** Cardholder can make their Credit Card payment instantly using other Bank accounts to pay their Card outstanding and receive confirmation for their Payment instantly.
  - o **Cheque payment:** Cardholder can make payment of their Credit Card dues at DBS Bank Branches via cheques. The cheque shall be payable to ‘DBS Bank Credit Card No XXXX XXXX XXXX XXXX’ (XXX refers to 16-digit credit card number). Cheques can be submitted at drop-boxes at DBS Bank branches or to the authorized collection agents. (Visit [www.dbs.com/in](http://www.dbs.com/in) for a complete list of Branches)
  - o **Cash payment:** Cash payments can be made at any DBS BANK Branches in India or to the authorized collection agents.



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- o NEFT- Cardholder can pay using other bank Internet Banking facility. Add DBS Credit Card in the beneficiary section with 16-digit DBS Credit Card number, IFSC – DBSS0IN0811, branch details at the time of beneficiary registration for fund transfer.
  - o IMPS – Cardholders can Pay using other bank account. Add DBS Credit Card in the beneficiary section with 16-digit DBS Credit Card number, IFSC – DBSS0IN0811, at the time of beneficiary addition
- 10.8 For credit card issued to NRIs, their credit card dues can be cleared out of inward remittances or balances in their NRO/NRE/FCNR Accounts basis available options at the Bank end
- 11. Reporting to Credit Information Companies(bureau)**
- 11.1 Bank will ensure Credit Card account are reported as ‘past due’, only when a Credit Card account remains ‘past due’ for more than three days from payment due date.
- 11.2 Bank will update the information regarding the closure of card within 30 days to the bureau.
- 11.3 Bank will do bureau reporting for any new Credit Card accounts only post activation of the Card.
- In the event of default, the bank shall report the credit card account status as “defaulter” with the Credit Information Company. A notice ranging from 3 to 7 days shall be given to the card holder through one of the electronic channels (SMS/email about the intention to report him/her as defaulter to the Credit Information Company.
- 11.4 Bank shall be careful in the case of cards where there are pending disputes. The disclosure/release of information, particularly about the default, shall be made only after the dispute is settled.
- 12. Collection - Fair practices**
- 12.1 Bank ensures the recovery agents adhere to the instructions given in Fair Practices Code for lenders.
- 12.2 The disclosure of cardholders’ information to the DSAs/ recovery agents shall be limited to the extent that will enable them to discharge their duties. Bank shall ensure that the recovery agents do not transfer or misuse any cardholder information during collection activities.
- 12.3 The Bank and its agents shall not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude upon the privacy of the credit cardholders’ family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
- 12.4 Bank shall also be liable for the acts of its agents. Repetitive complaints received in this regard against any employee/agent shall be taken on record by the Bank and appropriate action shall be initiated against them including blacklisting of such agents.
- 12.5 Bank complies with all the guidelines issued by RBI from time to time with respect to engagement of recovery agents.

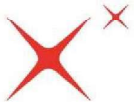


### 13. Grievance Redressal

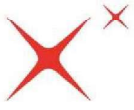
- 13.1 If Cardholder is not satisfied with bank's services, cardholder can reach out to customer service desk to seek resolution for any query, request, or complaint as per the Board approved grievance redressal policy in place. The grievance redressal policy of the bank can be accessed by clicking on the following link: <https://www.dbs.com/in/treasures/common/redressal-ofcomplaints-and-grievances.page>
- 13.2 For any escalations, Cardholder may contact bank's principal nodal officer through Email and Phone number published on the Bank's website.
- 13.3 Bank shall define stipulated timelines for resolution of cardholder queries, requests and complaints and ensure adherence. Please refer to our website <https://www.dbs.com/in/treasures/common/redressal-of-complaints-and-grievances.page> for details on timelines.
- 13.4 Bank shall ensure adequate and timely training for its customer service representatives to competently handle cardholder escalations with a well-defined escalation matrix. All cardholder escalations to be recorded with a reference id for tracking and closure.
- 13.5 Bank shall compensate the cardholder in case of service deficiency on part of the Bank, in line with Bank's Compensation Policy. Cardholder reserves the right to approach Banking Ombudsman in case of unsatisfactory response from the Bank.
- 13.6 Customer service desk numbers are provided on the reverse of the card, Bank website, welcome Kit as well as in MITC. Name, contact number, email id and postal address of the grievance redressal officer are mentioned on the credit card bills and account statements.
- 13.7 A dedicated helpline and email-id shall be available for the cardholders to raise complaints against any act of mis-selling or harassment by the representative of the Bank.

### 14. Co brand card arrangements

- 14.1 Bank may enter into co-brand partnerships with established entities in various sectors (Financial Services, e-Commerce, Hospitality, Airlines, Entertainment etc.) where the partner would support the Bank in sourcing of cardholders.
- 14.2 The roles and responsibilities of the partner shall be in line with the extant guidelines as stipulated by RBI. The role of the co-branding partner entity under the tie-up arrangement shall be limited to marketing/distribution of the cards and providing access to the cardholder for the goods/services that are offered.
- The Bank shall ensure –
- the co-branded card shall explicitly indicate that the card has been issued under a co-branding arrangement,
  - the co-branding partner shall not advertise/market the co-branded card as its own product, and,
  - the name of the Bank (i.e., card-issuer) shall be clearly shown in all marketing/advertising materials.

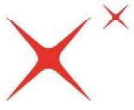


- 14.3 The co-branding partner shall not have access to information relating to transactions undertaken through the co-branded card. Post issuance of the card, the co-branding partner shall not be involved in any of the processes or the controls relating to the co-branded card except for being the initial point of contact in case of grievances.
- 14.3(a) For the purpose of cardholder's convenience, card transaction related data may be drawn directly from the card-issuer's system in an encrypted form and displayed in the CBP's platform with robust security. The information displayed through the CBP's platform shall be visible only to the cardholder and shall neither be accessed nor be stored by the CBP.
- 14.4 Bank shall undertake thorough due diligence and risk assessment to mitigate reputational and financial risks. Bank shall deploy risk mitigation measures through well-defined SLA's, roles and responsibilities and indemnities covered in the legal agreement with the Co-brand Partner. Bank shall ensure that in cases where the proposed co-branding partner is a financial entity, it has obtained necessary approvals from its regulator for entering into the co-branding arrangement.
- 14.5 Bank shall ensure that measures to mitigate risks associated with Information & Systems Security and Processes are well documented and in accordance with regulatory and internal risk guidelines.
- 14.6 Bank shall ensure that cash backs, discounts and other offers advertised by a cobranding partner are delivered to the cardholder on time. Bank shall be liable for any delay or non-delivery of the same to the cardholders.
- 14.7 The Bank shall ensure adherence to the guidelines on 'Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks', as amended from time to time.
- 14.8 Bank may have a revenue sharing agreement with the cobrand partner, which is usually linked to new card acquisition, card spends, portfolio performance including portfolio quality etc. The arrangement may vary from partner to partner. The details thereof will be published at Bank website appropriately.
- 14.9 Key risks associated with cobranding arrangement and the standards for control are as follows:
- **Reputation / Strategic Risk:** Mis-use by the service provider, inconsistent cardholder interaction not within the overall standards of the Bank. Standards for controls implementation shall include:
    - i. The trademarks and Intellectual Property (IP) in connection with the marketing and promotion of the co-branded Credit cards will be co-owned by the Bank and the partner as documented in the co-branding agreement with the partner.
    - ii. The manner and mode of marketing, target customer segment, approval mechanism, periodic review process and reporting will be included as part of the "Marketing Framework" that is agreed upon by the Bank and the partner.



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- iii. Both parties agree and acknowledge that the primary purpose and intent of creating and operating the Program is to increase the customer acquisition and usage of the co-branded Credit card by the customers/prospective customers in addition to helping the Bank market/offer products and services to the Credit card holders.
  - iv. Customer grievance redressal: Parties agree that the Bank shall deal with redressal of all customer grievances/queries in accordance with the Applicable Laws. The cobranding partner shall provide full assistance, information, and direction (wherever required) in case the customer grievance pertains to any action done or inaction on the part of the co-branding partner. Also, the parties agree to cooperate with each other for quick redressal of customer grievances/queries.
  - v. Obligations of the Bank, co-branded partner, and joint obligations shall be defined as part of the co-branding agreement.
  - vi. Parties shall from time to time agree on the Participating Merchants accepting the co-branded Credit card as a payment option.
- **Compliance Risk:** The compliance requirements on privacy, consumer and prudential laws shall be covered as provisions of the co-branding agreement signed-off by the co-branding partner.
  - **Operational Risk:** This could arise due to technology failure, fraud, error, inadequate financial capacity to fulfil obligations and/or provide remedies. Standards for controls implementation shall include:
    - a. Pre-onboarding and Periodic due diligence:
      - 1. Financial Health checks
      - 2. AML/ CFT checks
      - 3. Onsite review by internal SME's (Subject Matter Experts), applicable to outsourced co-branding partner.
    - b. Capacity planning for IT infrastructure as applicable and impact on resources for servicing.
    - c. Sign-off by partner on an outsourcing/ non-outsourcing contract for the services agreed.
    - d. Service level definitions agreed prior to launch and amended thereafter.



#### **15. Governance Framework**

The Bank shall review the Credit Card business operations on a half yearly basis. The review shall include customer service, frauds, complaints and grievance redressal, card usage analysis including cards not used for long durations and the inherent risks therein and the review note shall be placed before the Audit Committee of the Board of Directors.

#### **16. Compensation framework**

The bank will compensate the cardholder for any financial loss cardholder might incur due to deficiency in service on the part of the bank or any act of omission or commission directly attributable to the bank or third-party breach where deficiency is neither with bank nor with the cardholder or any breach due post reporting of unauthorized debit by cardholder.

The Bank is guided by the Compensation policy published on the website

[https://www.dbs.com/india/regulatory-disclosure/important\\_announcement.page?pid=in-digi-pweb-footer](https://www.dbs.com/india/regulatory-disclosure/important_announcement.page?pid=in-digi-pweb-footer)

#### **17. Data Protection**

The Bank is guided by the Data Privacy Policy published on the website

<https://www.dbs.com/digibank/in/privacy-policy.page> . DBS will collect, use and disclose Personal Data for lawful purposes with an Individual's consent.