

ANNEXURE - I

***FAIR PRACTICE CODE***  
***FOR***  
***CREDIT CARD OPERATIONS***

**DECEMBER 2017**

## **1. Preamble**

1.1 This is a voluntary code, adopted by PUNJAB NATIONAL BANK for the operations of their Credit Card Operations. It is expected that this Fair Practice Code will act as a benchmark service standard in their dealings with individual customers. The code is expected to help the credit card users in knowing their rights and also measures they should take to protect their interests. This code is being made available on the website of PUNJAB NATIONAL BANK, for free access by the customers of the Bank and the general public. The covenants of this code will supplement and will not replace those applicable under Banker's Fair Practice Code recommended by Indian Banks' Association and adopted by the credit card issuing members/institutions.

### **About this code**

1.2 In the Code, 'you' denotes the credit card customer and 'we' the credit card issuer. The standards of the Code are governed by the four key commitments detailed in section

2. Unless stated otherwise, all parts of this code apply to all the credit card products and services, whether we provide them across the counter, over the phone, 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 fulfill the commitments under this Code.

## **2. KEY COMMITMENTS**

2.1 We 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/agents follow
- Making sure our products and services meet relevant laws and regulations
- Ensuring that our dealings with you will rest on ethical principles of integrity and transparency.
- Not engaging in any unlawful or unethical consumer practice.

2.2 We will help you to understand how our credit card products and services work by giving you the following information in simple language:

- What are the benefits to you
- How you can avail of the benefits
- What are their financial implications

- Whom you can contact for addressing your queries and how

2.3 We deal quickly and effectively with your queries and complaints by:

- Offering channels for you to route your queries
- Listening to you patiently
- Accepting our mistakes, if any
- Correcting mistakes/ implementing changes to address your queries
- Communicating our response to you promptly
- Telling you how to take your complaint forward if you are not satisfied with the response.

2.4 Publicize this code, by making it available for public access on our website and make copies available for you on request.

3. Information (To help you choose products and services, which meet your needs)

3.1 Before you become a credit card customer, we will:

- Give you information explaining the key features of our credit card products including applicable fees and charges
- Advise you what information/documentation we need from you to enable us to issue credit card to you. We will also advise you what documentation we need from you with respect to your identity, address, employment etc., and any other document that may be stipulated by statutory authorities ( e.g. PAN details), in order to comply with legal and regulatory requirements.
- Verify the details mentioned by you in the credit card application by contacting you on your residence and / or business telephone numbers and / or physically visiting your residence and/or business address through the agencies appointed by us for this purpose, if deemed necessary by us.

3.2 When you apply for a credit card, we will explain the relevant terms and conditions such as fees, interest and other charges, billing and payment, method of computation of overdues, financial implications of paying only 'the minimum amount due', renewal and termination procedures, and any other information that you may require to operate the card.

3.3 We will give you a copy of the Most Important Terms and Conditions (MITC) at the time of application.

3.4 We will advise you of our targeted Turn Around Time (TAT) while you are availing / applying for a CREDIT CARD.

3.5 We will send the Most Important Terms and Conditions (MITC) and Users Guide mentioning therein detailed terms and conditions, interest and charges applicable and other relevant information with respect to usage of your credit card along with your credit card.

3.6 We may also issue a deactivated (not ready to use) credit card if we consider your profile appropriate for issuing credit card and such deactivated card will become active only after you convey your acceptance of the card and take steps for its activation as required and subject to such other conditions as may be specified.

3.7 In case we activate the card without your consent or bill you for the card for which you have not given your consent, we will not only reverse the charges forthwith but will also pay a penalty amounting to twice the value of the charges reversed.

3.8 We will extend a loan / credit facility or enhance the credit limit on your card only with your consent in writing. Consent received through electronic means where you specifically validate the transaction and having read the MITC and where digital records of such consent can be retrieved as a proof of consent will also be treated as consent.

3.9 We may issue an add-on card(s) to the person(s) nominated by you. We will, at your request, set a credit limit (within the overall limit) for the add-on card(s) issued to you. You will be liable for all transactions made by such additional card holders.

3.10 If the limit on your credit card is proposed to be reduced, we will inform you immediately including the reason therefore, by SMS / e-mail followed by confirmation in writing.

3.11 We will ensure that we comply with your request for cancellation and confirm cancellation / closure of the credit card to you within 7 working days of the request being received in writing or through an e-mail Id registered with us, provided that the outstanding amount, if any, is settled / paid.

3.12 We will advise you of our contact details such as contact telephone numbers, postal address, website/email address to enable you to contact us whenever you require.

3.13 If you do not recognize a transaction which appears on your credit card statement, we will give you more details on request. In some cases, we may need your cooperation to get us confirmation or evidence that you have not authorized a

transaction. If you believe that an error has occurred in the statement you should promptly inform us in writing (so that the same is received by us within 30 days of the date of statement in which the transaction under dispute was charged). The operating rules applicable under the Credit Cards Scheme impose time limits on reporting disputed transactions. If you do not report / inform us within the above time, it would make it difficult for us to gather information about the transactions and this may work to your disadvantage. It is therefore advisable to notify us of any disputed transactions immediately upon receipt of the statement of account. This includes any disputes regarding reward points (if applicable) allocated to the card account.

3.14 We will inform you, through our User Guide / Card Holder agreement booklet of the losses on your account that you may be liable if your card is lost/misused

#### **4. Schedule of Fees/Charges/Finance Charges**

4.1 You can find our schedule of fees and charges (including interest rates) by:

- Referring to our Users' Guide and Most Important Terms and Conditions (MITC)
- Calling up on our customer service numbers, or
- Visiting our website [www.pnbcards.in](http://www.pnbcards.in)

4.2 When you become a customer, we will provide you information on the interest rates applicable on your credit card and we will charge the same to your credit card account, if applicable.

4.3 We will explain how we applied finance charges to your account on request. However the Most Important Terms and Conditions Booklet and the monthly statements contain details of the method of interest calculation.

#### **Changes in our fee/charges/finance charges**

4.4 When we change our finance charges or other fees/charges on our credit card products, we will update the information on our website and monthly statements, and will make the information available at our helpline numbers.

#### **5. Marketing Ethics**

5.1 As of now, our credit card marketing is done through our field staff posted in branches of the Bank. Credit Card applications are sourced through the branches of the bank through well defined guidelines. In the event of receipt of any complaint from you that our field staff has engaged in any improper practice/conduct, we shall take appropriate steps to redress the complaint.

#### **6. Issuance of credit Card / PIN**

6.1 We will dispatch your credit card only to the registered mailing address mentioned by you through courier / post.

6.2 We issue Inactive (not ready to use) credit card and such Inactive card will become active **only** after your request to our Customer Care Executive or through your e-mail registered with us.

6.3 PIN (Personal identification number) whenever allotted, will be sent to you separately on your registered mobile number with the Bank.

## **7. Account Operations**

### **Credit card statements**

7.1 To help you manage your credit card account and check details of purchases/cash withdrawals, we will send you a monthly statement, free of cost, with details of the transactions made with / using your credit card. The credit card statement will be dispatched on a predetermined date every month, by post / courier to your mailing address or, if you so desire, by e-mail to the address registered with us. The statement will also be made available for viewing on internet banking.

7.2 In the event of non-receipt of this statement, we expect you to get in touch with us so that we can arrange to resend the details to enable you to make the payment and highlight exception, if any, in a timely manner.

7.3. We will let you know / notify changes in schedule of fees and charges and terms and conditions. Normally, changes (other than interest rates and those which are a result of regulatory requirements) will be made with prospective effect after giving notice of at least one month. The changes will be notified along with the monthly statement of account or copy thereof.

7.4 Before reporting to Credit Information Company about default status of a credit card holder, we will adhere to a procedure approved by the Board, including issuing of sufficient notice to the card holder.

### **Protecting your account**

7.5 We will advise you what you can do to protect your credit card from misuse. For example, you must:

i. not leave your card in an unattended wallet, purse or vehicle or anywhere from where it could be removed without being noticed;

ii. sign your card as soon as you receive it;

iii. not give your card to anyone or let anyone else use your card. Always remember to take your card back after using it;

iv. inform us if you change your address, so a replacement card is sent to the correct place; and

v. report the loss or theft of your card as soon as you are aware of it.

7.6. We will provide 'Online Alerts' to you for all credit card transactions, irrespective of the amount. You must always ensure that you have informed us of your current mobile number / e-mail Id so that you receive alerts promptly. Failure to keep your contact information with us updated may result in your being liable for any loss suffered as a result of misuse of your cards.

### **8 Reporting loss / theft / disputed transactions**

8.1 In the event your credit card has been lost or stolen, or that someone else knows your PIN or other security information, we will, on your notifying us, take immediate steps to try to prevent these from being misused, subject to operating regulations and law in force. We will be able to take necessary action only if you intimate to us about the loss of your card, hence we would request your co-operation in this regard.

8.2. We will inform you of the procedure you must follow to report the loss, theft or unauthorized use of your card or PIN.

8.3. We will block a lost or misused card immediately on being informed of the loss/ misuse. You could tell us about the loss / misuse by phone at our 24 hour toll free number and send us an e-mail from registered e-mail id with us using the e-mail id we have given you for this purpose. We will send you a confirmation for having blocked usage of the card promptly.

8.4. Once you have advised us that your card has been lost or stolen, or your PIN or Password disclosed, you will not be responsible for any unauthorized use of your card after that time. This protection will not apply if you have acted fraudulently or negligently.

8.5. In the case of a disputed transaction, we will give you more details if you ask us to do so. In cases where we do not accept your contention, it will be our responsibility to provide evidence of your having authorized the transaction in question.

8.6 If you notify us of an incorrect, invalid or unauthorized transaction, we will investigate the matter. If the transaction is found to be incorrect, invalid or unauthorized we will reverse the transaction as per the chargeback process.

8.7 You will have a limited time to dispute a transaction. We will inform you of this time in the terms and conditions. Failure to report the incorrect, invalid or unauthorised transaction within that time will mean that we cannot reverse the transaction and you will have to pay for it. There are limited circumstances under which we can reverse a credit card transaction, particularly where the rules of a credit card company apply. For example, we cannot reverse a credit card transaction where there is a dispute with the Merchant as to the quality of the goods and services, or you have changed your mind about the quality of the goods and services or an error has been made by you or the Merchant on a Credit Card transaction.

### **8.8 Confidentiality of Account Details**

8.8.1 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, other than in the following exceptional cases when we are allowed to do –

- if we have to give the information by law or by a mandate from any regulatory authority
- If such sharing of information will contribute towards correct credit appraisal decisioning by us or by any financial institution
- if there is a duty towards the public to reveal the information
- if you ask to reveal the information

### **9. Collection of dues**

In the matter of recovery of dues, we should ensure that we, as also our agents, adhere to the extant instructions on Fair Practice Code for lenders (as also BCSBI's Code of Bank's Commitment to Customers). We believe in developing customer confidence and long-term relationship. Our staff or any person authorized to represent us in collection of dues or/and security repossession will identify himself/herself and interact with you in a civil manner. We will provide you with all the information regarding dues and will give sufficient notice for payment of dues.

We or our recovery agents should not resort to intimidation or harassment of any kind either verbal or physical, against any person during debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of credit card holders' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

We adhere to the guidelines with regard to engagement of recovery agents issued by regulatory authority



## **10. Redressal of Grievances**

### 10.1 Redressal of your complaints internally

• You can call our 24x7 call center numbers or write to us or email us, and our staff will resolve all your queries related to your credit card. In case you are not being satisfied with the response you could seek an escalation to the next level bank officer/ manager. In the rate even that you are still not satisfied you can call us/write to the grievance cell within the bank. The contacts details for all the above contact points are available separately in our Users Guide, monthly statements and in the PUNJAB NATIONAL BANK Cards website for your reference.

### 10.2 Banking Ombudsman Service and other avenues for redressal

- Within 30 days of lodging a written complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Banking Ombudsman appointed by Reserve Bank of India under Banking Ombudsman Scheme 2006.

## **11. Termination of Credit Card**

11.1 You may terminate your credit card by giving notice to us and by following the procedure laid down by us in our User Guide / Card Holder Agreement after payment of outstanding dues, if any.

11.2 We may terminate your credit card, if in our opinion; you are in breach of the Cardholder Agreement.

## **12. Scheme Guidelines And Regulations**

All card issuing banks are bound by the regulations of the scheme (Visa, MasterCard, RuPay and any other scheme under which the card would apply), and in turn you as the customer would be governed and bound by the same. These card operating regulations are subject to changes from time to time by the scheme.

## **13. Feedback and Suggestions**

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