



AEBC Master Policy on the Issuance and Conduct of Credit Cards

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1.0 OVERVIEW AND PURPOSE

The purpose of this document is to transparently capture the various policies followed by the bank for card issuance and operations in India and their detailed framework. American Express Banking Corp. (the “Bank” or “AEBC”) Master policy on the issuance and conduct of credit cards policy addresses the following components:

- i. Fair practices code for credit card operations
- ii. Customer management policy
- iii. Customer compensation policy
- iv. DSA policy
- v. Pricing policy
- vi. Credit card issuance policy
- vii. Risk policy
- viii. Collections framework

The list of underlying notifications/circulars which form the basis of this Policy is furnished in the [Appendix](#).

2.0 KEY DEFINITIONS

AEBC – American Express Banking Corp.

ALCO – Asset and Liability Committee

APR – Annual Percentage Rate

Base Rate – the Bank’s minimum lending rate

India CEC – Country Executive Committee

CFO – Chief Financial Officer

EPP – Extended Payment Plan

EMI – Easy Monthly Installments

GCO – Global Counsel’s Office

GCS – Global Commercial Services

GCSG – Global Consumer Services Group

IL – Installment Lending

LFO – Lead Financial Officer

LoCL – Line of Credit Lending

MCLR – Marginal Cost of funds based Lending rate

MITC – Most Important Terms and Conditions

ORMC – Operational Risk Management Committee



RBI – Reserve Bank of India

3.0 POLICY REQUIREMENTS

3.1 FAIR PRACTICES CODE FOR CREDIT CARD OPERATIONS

INTRODUCTION

American Express Banking Corp., India (the “Bank” or “AEBC India”) is a branch of American Express Banking Corp (“AEBC”), a New York Investment Company incorporated under New York State banking law and regulated by the New York State Department of Financial Services. AEBC is a wholly owned subsidiary of American Express Company. It is authorized by the Reserve Bank of India (RBI) to conduct, from its New Delhi Branch and five Card Centers, limited banking activities within India with effect from March 1, 2008. The permitted business activities are as follows:

- Credit Card business,
- Acceptance of Institutional Deposits of not less than INR 1.5 million

The Card business includes Merchant Acquisition and Processing Services in addition to the issuance of credit cards.

American Express Banking Corp. (AEBC), New York has also been authorized by the Reserve Bank of India under the Payments and Settlement Systems Act (“PSSA”) for affiliation of Credit Cards issued by Banks and co-branded credit cards issued by non-banking financial companies or any other entity approved by RBI. The Bank has various policies and procedures that govern its business activities and operations. Further, the Bank has compliance and other internal programs designed to ensure compliance with laws and regulations of countries where it does business.

This Fair Practice Code (hereinafter referred to as ‘the Code’) for credit card operations is designed to guide and demonstrate the Bank’s commitment to fair and ethical management of its business activities operations related to issuance of cards, customer service and other related activities. This code is available on our website for public access and copies are available on request.

This in compliance with Reserve Bank Master Circular on Credit Card Operations of Banks issued from time to time, read in conjunction with Indian Bank’s Association recommendation on Fair Practice Code for Credit Card Operations. This Code was revised on May 20, 2021.

3.1.1 BANK’S VISION AND OPERATING PRINCIPLES

Our Vision Provide the world’s best customer experience every day

Our Mission Leverage our local and global expertise to be a leading provider of payment solutions for our customers by delivering high quality, innovative and world class products, and services, while maintaining the highest standards of governance and ethics.

The Bank’s vision of being a leading provider of payment solutions in India is a key foundation of the business strategy and the Banks mission is the guiding principle for implementing the strategy.



As described in sections above, the Bank is a unique payment services entity with a variety of assets, capabilities, and relationships that bring value to participants in the payments landscape through its ‘closed loop network’ which is unlike its major competitors. The Bank is:

- A payment issuer with a premium brand; best in class credit underwriting and rewards capabilities.
- A merchant acquirer, introducing merchants to the franchise and helping improve their businesses and offerings.
- A network; connecting issuer and merchant acquirer.

3.1.2 BUSINESS ETHICS AND COMPLIANCE WITH THE LAW The Bank and its employees shall ensure that ethical conduct shall permeate all our business dealings and relationships. In a rapidly evolving credit card business, the Bank and its employees shall ensure ethical conduct in offering products and services, business activities, operations and customer services. The Bank shall conduct its business in accordance with applicable laws and regulations. The Bank has competent individuals managing regulatory affairs and advising business leaders about compliance requirements. The Bank has a sound compliance program to ensure high level of compliance to applicable laws and regulations.

3.1.3 CARDS – SALES AND MARKETING The Bank shall provide full and complete disclosure of products and services, their features and costs to enable a prospective customer to make an informed decision / choice. The information may be obtained from our website and by calling up on our 24/7 customer service helpline. The Bank shall provide information on: - Key features of our products and services - Applicable fees and other charges including interest rates - Documents required with regard to identity, contact particulars, employment, financial standing, etc. and verifying same through agencies appointed by us. - How a customer’s personal information shall be used - Details of Bank contact for seeking additional information - Most Important Terms and conditions related to fees and interest charges, billing and payment, billing disputes, renewal, termination procedures and other aspects related to maintenance and management of card accounts. The Bank’s advertising and marketing campaigns shall use truthful and whole statements about Bank’s products and services. The Bank shall ensure that the whole of an advertisement is truthful and transparent, shall inform customers of costs and obligations as well as benefits and features. The advertisements shall not mislead by using tricky or clever wording. The Bank shall have a Code of Conduct for its agents and others who sell, distribute or otherwise market Bank’s card products. The Bank shall ensure that all agents who sell, distribute or otherwise market Bank’s card products have a Code of Conduct for their dealings with prospective customers & Cardmembers. The Bank shall have monitoring process in place to review the agent’s compliance to this code, at regular intervals. In an event of receipt of any complaint against our agents, we shall take appropriate steps to redress the complaint.

3.1.4 CARD OPERATIONS AND CUSTOMER SERVICE The Bank shall have effective processes and systems to ensure quality in operations and customer service. The Bank shall maintain effective processes and systems to maintain quality in following card operations activities: - Timely processing for applications and communication of decision to customers - Dispatch of credit card in a secured mode and follow-up communication to inform about issuance of card - Availability of contact centers such as telephone service centers for customers to contact for information or queries on products, services and related subjects - Timely dispatch of credit card statements through courier/India post and/or through internet as opted by cardmember. - Timely processing of payments received from credit card customer - Advance notification of changes in terms if any. - Receipt and satisfactory disposition of customer correspondences and complaints. - Availability of details regarding complaint handling procedures, timeframes,



and other channels of escalation like Bank's Grievance Redressal Department and Banking Ombudsman as appointed by Reserve Bank of India. - Alerting through SMS or E-Mail on transactions incurred on your account in order to prevent misuse or fraud. The Bank may have processes to honor customers' choices with regard to the following, subject to certain terms and conditions: - Change of payment modes within types offered by the Bank - Opting out from receipt of Bank's marketing and promotional materials - Voluntary termination of credit card facility. The Bank shall treat customers with respect and dignity. The Bank has policies and training programs to guide employees/agents to exhibit courteous and fair behavior during collection efforts. The Bank shall ensure that all collection and recovery agents have a Fair Practice Code for their dealings with the customers. The Bank shall have monitoring process in place to review the agent's compliance to this code, at regular intervals.

3.1.5 CUSTOMER PRIVACY The Bank shall safeguard the privacy, confidentiality and security of customer data entrusted with it. The Bank has privacy principles to ensure that the customer information collected is relevant, accurate and confidential. The Bank has adequate standards to protect customer accounts and information. These standards allow customers to remove their names from lists used for mail, telephone, and online marketing. All employees shall be trained in customer privacy principles as appropriate to their work. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express, and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.

3.1.6 FAIR COMPETITION The Bank shall comply fully with the letter and spirit of laws designed to preserve free and open competition. The Bank strongly supports vigorous but fair competition. The Bank shall make completely factual and truthful statements about our own products or those of our competitors, whether in advertising or in speaking to customers or others. Making false or misleading statements about our competitors is inconsistent with our reputation for integrity. The Bank and its employees shall deal fairly and honestly with all customers and suppliers.

3.1.7 COMPLIANCE WITH THE CODE This is a non-statutory code, and the Bank shall take efforts to adhere to it during normal operating environment. The Bank shall not be held responsible for non-compliance due to force majeure conditions and other reasons for which the Bank enjoys privilege and right over the code. This code does not in any way prevent the Bank from exercising its rights and discharging its duties and obligations under law, regulations, agreement, terms and conditions, etc. in force and varied from time to time.

3.2 CUSTOMER MANAGEMENT POLICY

3.2.1 Block Request /Card Closure

Blocking of Card

1. The Cardmember may call at Bank's 24-hour helpline number or chat through mobile application and can have his card facility blocked immediately. Certain mandatory security checks will follow within a reasonable period defined in our policies.
2. Once a card is blocked, it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is blocked, kindly cut the card in your possession and dispose of it judiciously. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.



The Bank may cancel an account voluntarily per the customer's request, involuntarily according to terms of the Customer Agreement, or because the account no longer meets the current underwriting criteria.

In the event of Know Your Customer (KYC) non-compliance, American Express will block or cancel your Card and all transactions, including recurring charges and standing instructions, will be declined. Your Card will only be activated once your account is KYC compliant.

This policy applies to all Bank Consumer Charge, Lending cards and Corporate cards.

Policy:

An account may be cancelled in circumstances that may include, but are not limited to, the following:

- Delinquent product(s)
- Canceled cross reference product(s)
- Returned check(s)
- Customer cannot provide financial information to support exposure
- Multiple delinquencies in the past
- Inactivity
- Credit bureau review /External Behavior
- No Contact /Skip
- Fraud
- Factoring / Merchant Collusion
- Proprietary models

The Bank must cancel an account when the following conditions exist:

- Customer requests cancellation of account(s)/supplementary card (s).
- Customer is deceased, and liability assumption is neither accepted nor approved.
- Customer settles the balance of an account for less than the total balance.

Further Changes in charges shall be made only with prospective effect giving prior notice of at least 30 days. If a cardholder desires to surrender his/her card on account of any change in charges to his/her disadvantage, he/she shall be permitted to do so without levying any extra charge for such closure, subject to payment of all dues by the cardholder.

Once a card is cancelled, it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is blocked, kindly cut the card in your possession into two halves and dispose it off judiciously. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card. Please ensure that the complete outstanding amount on the card is paid to American express immediately.

Additionally, cardmembers may refer to the below clauses for termination/closure of card

3.2.1.1 TERMINATION/REVOCATION OF CARDMEMBERSHIP (i) Procedure for surrender of Card by Cardmember - Due notice By Cardmember: Cardmember can terminate their Credit Card at any time by a request



to terminate through available channels, subject to payment of all amounts outstanding by the Cardmember in respect of the Account. Customer is at liberty to surrender the Card as per his discretion. Cardmember can cancel the use of a Credit Card by Supplementary Credit Cardmember by notifying American Express through available channels but he will remain liable for all Charges incurred by the Supplementary Credit Cardmember up to the date of receipt of notice by American Express.

3.2.1.2 By American Express: American Express can terminate the Cardmember Agreement and cancel your Credit Card at any time on immediate notice or at any time to restrict the use of the Credit Card without giving reason or cause. Where American Express terminates the Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, the Cardmember must cut it in half and dispose of it judiciously. The Cardmember agrees not to use the Credit Card after it has been cancelled. All your outstanding amounts will immediately become due.

3.2.1.3 American Express may offer a re-instatement to the Cardmember under the following conditions: In case Cardmember had attritted voluntarily and comes back requesting for the card reinstatement within 1 year of cancellation. Reinstatement authorization letter is required to be filled in by the cancelled cardmember to process the reinstatement request. If American Express has cancelled the Card Account (due to default/any reasons), then an evaluation based on company's policies and procedures will be undertaken at customer's request. Placing a reinstatement request doesn't necessarily mean that the card will be reinstated. The decision will be subject to internal checks and evaluation. Once a card is cancelled (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is cancelled, kindly cut the card in your possession and dispose of it judiciously. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

3.2.2 Reporting lost/theft/Misuse of card or Pin

(i) Procedure to be followed in case of loss/theft/misuse of Card mode of intimation to Card issuer

The Cardmember must notify American Express immediately if the Credit Card/Charge Card is lost, stolen, mutilated, not received when due or if they suspect that the Credit Card/Charge Card is being used without their permission. In case of fraudulent dispute(s) raised on a card in possession of a card member /lost or theft card, the cardmember must file immediately a First Information Report (FIR) with the police station nearest to the place of occurrence and file a detailed report with American Express enclosing a copy of the FIR. Based on the FIR and customer consent, a fresh plastic would be issued. If the lost Credit Card/Charge Card is subsequently received, it must not be used. The Replacement Credit Card/Charge Card and subsequent renewals of it must be used instead. The retrieval of the original Credit Card/Charge Card must immediately be reported to American Express, and it must be cut in half and the pieces returned to American Express. American Express, upon Cardmember notification of a lost or stolen card, will block the card immediately to stop usage.

(ii) Provided that the Cardmember has acted in good faith, his liability to American Express arising out of any unauthorized use of the Credit Card shall be nil if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to ₹1000.. The security features adopted and implemented by American Express are of international standards robust enough to protect and safeguard Cardmember data from unauthorised access and are currently a substitute to PCI DSS Certification mandated by the RBI. American Express shall however bear the fraud losses for any suffered by the Cardmembers arising out of American Express not obtaining the PCI DSS Certification.



(iii) For enhanced customer protection, American Express does not allow transactions on fall back/magstripe mode in India.

(iv) The security features adopted and implemented by American Express with respect to its Mobile Application are of international standards which are robust enough to protect and safeguard Card members from frauds/unauthorized access. American Express shall however bear fraud losses suffered by the Cardmembers arising out of any established lapses in the security features around mobile application, provided that Card member has acted in good faith. Any loss arising out of misuse of such unsolicited cards shall be the responsibility of the card-issuer only and the person in whose name the card has been issued shall not be held responsible for the same.

(v) Cardmember should not reveal PIN to anyone, including to American Express customer service representatives and merchants. Additionally, cardmember should not write the PIN down anywhere & should not keep the Card and PIN in the same place, such as a wallet or a purse.

3.2.3 India Customer Grievance Redressal Policy & Procedures (Specific for American Express Cards Issued from India, Merchants Accounts issued from India & Vendors servicing India issued Accounts)

At American Express we truly believe in providing best in class services to our customers. We aim to understand both our strengths and dissatisfies from our customer's point of view and work across our business units to meet their needs.

Our Grievance Redressal Policy focuses to improve customer satisfaction by collecting feedback from customers across all business units and action plans are put in place to address key issues (including vendor related issues) which are assigned to the relevant senior leaders to action.

We have a complaints management tool which automatically generates complaint number and allows us to automatically track the ageing of the complaint, which is then systematically reported to our Senior Management periodically. In addition, the ageing of all complaints are reported and escalated to the Senior Management via an established process. Our endeavor is to ensure that all customer complaints are resolved within 30 days from the date of receipt of the Complaint.

The various channels through which our customers can contact us for any assistance or redressal of their grievances are listed below:

Contact Particulars of 24-hour call center

Should you require any assistance, the 24 Hours call center of American Express can be contacted at these numbers - +91124-2801800 / 1800 419 3646

Grievances Redressal Escalation – Contact Particulars of officers to be contacted

If you are not satisfied with the response received at our helpline, you can escalate your grievance at the below mentioned address.

Please Note that the below contact particulars are purely for Grievance Redressal Escalation, for general inquiries customers may reach out to us through our customer service channels (Contact US)

Manager - Executive Correspondence Unit

American Express Banking Corp.



American Express Banking Corp. Policy

Cyber City, Tower C, DLF Bldg No.8

Sector 25, DLF City Ph II

Gurgaon – 122002 (Haryana)

Telephone No. 0124-3362172 (Monday to Friday 8:30 to 5:00 pm)

Email: Manager-Customerservicesindia@aexp.com

For further escalation of grievances, the same can be addressed to:

Ms. Priyameet Kaur

Head of Customer Service

American Express Banking Corp.

Cyber City, Tower C, DLF Bldg No.8

Sector 25, DLF City Ph II

Gurgaon – 122002 (Haryana)

Telephone No. 0124-3362044

(Monday to Friday 8:30 to 5:00 pm)

Email: Head-Customerservicesindia@aexp.com

Nodal Officer

Name: Mr. Ashish Pandey

E-mail ID: AEBCNodalOfficer@aexp.com

Telephone no: 0124-4190044

(Monday to Friday 8:30 to 5:00 pm)

Address: American Express Banking Corp.

Cyber City, Tower "C", DLF Bldg. No.8, Sector - 25, DLF City Phase - II,

Gurgaon - 122002 (Haryana)

You can also file a complaint in the complaint register available at our branch or the Complaint Form available on our website.

For any complaints related to mis-selling or harassment by the representative of the Bank, customer can raise a complaint through:

Email: Manager-Customerservicesindia@aexp.com

Telephone No. 0124-3362172 (Monday to Friday 8:30 to 5:00 pm)



American Express Banking Corp. Policy

Banking Ombudsman Scheme

If you are not satisfied with redressal of the complaint provided by Bank or if you have not received a response from Bank within one month i.e., 30 days of logging a complaint with us, you may approach the Office of Banking Ombudsman for Grievance Redressal. The complaint can be made to the Office of Banking Ombudsman with the complete transaction and other requisite details. (The 30 day period will be reckoned after all the necessary information sought from the customer is received) Click here for salient features / details on the Integrated Banking Ombudsman Scheme.

Integrated Banking Ombudsman Contact Details

Link to log a complaint: <https://cms.rbi.org.in/>

E-mail ID: crpc@rbi.org.in

Address: Centralized receipt and Processing Centre(CRPC), Reserve Bank of India, 4th Floor, Sector 17, Chandigarh 160017

Toll Free Number: 14448 (9:30 AM to 5:15 PM)

Complaints Analysis for FY 2018 – 2019: [Click here](#)

Complaints Analysis for FY 2019 – 2020: [Click here](#)

Complaints Analysis for FY 2020 – 2021: [Click here](#)

Details of Senior Management of the Bank

Name	Designation	Office Address	Email ID
Sanjay Khanna	VP/GM & Chief Executive Officer, AEBC-India	American Express Banking Corp. Cyber City, Tower "C", DLF Bldg. No.8, Sector - 25, DLF City Phase - II, Gurgaon - 122002 (Haryana)	Khanna.sanjay@aexp.com

American Express Banking Corp.

Cyber City, Tower C, DLF Bldg No.8

Sector 25, DLF City Ph-II

Gurgaon – 122002 (Haryana)

3.2.4 Customer service committee

The Standing Committee on Customer Service for AEBC will operate through the “Voice of Customer” Program with the aim to increase overall customer satisfaction while improving American Express Products and Services basis customer feedback.



Customer feedback is received through multiple channels including but not limited to anecdotal feedback from frontline staff who talk to our customers every day, regular customer satisfaction surveys including customer verbatim feedback, customer complaint analysis and anecdotal feedback from Sales / Field staff / Relationship Managers including leadership team who may speak with customers.

Basis customer feedback and customer analytics received from various channels, the committee discusses and presents key themes identified across the customer base. Business owner/s may be assigned on specific emerging themes that require attention and action / remediation or/and additional steps needed to improve a particular Product and Service. Key Business owners also update the committee on the key actions that may have already been implemented or are in the process of being implemented basis previous Voice of Customer themes.

In addition, the Head of Customer Service, AEBC India, will publish a half yearly memorandum on Customer Service that sets out to review customer service aspects in the Bank based on terms of para 2.1.3 of the RBI Master Circular on customer service in banks dated July 1, 2015.

The Standing Committee comprises of Senior Management of American Express Banking Corp (AEBC), India, who will attend OR nominate from their teams to attend meeting on their behalf.

Committee Responsibilities

The India Customer Service Standing Committee will have the responsibility for:

- Ensuring feedback from various channels are made available for Customer feedback.
- Identifying top themes of customer dissatisfaction basis Voice of Customer.
- Identify process and system deficiencies / defects / customer fulfillment issues
- Reviewing the top issues and identify root cause for the dissatisfaction
- Working with the various LOBs to draw a robust action plan with specific responsibilities and timelines to resolve the issues as appropriate
- Present the same in the Voice of Customer meetings held quarterly.
- Review reasons and grounds for complaints escalated to RBI Banking Ombudsman.
- Present Banking Ombudsman complaint award and other related issues.
- Review unauthorized electronic banking transactions reported by customers or otherwise (In Compliance with the reserve bank of India circular RBI/2017-18/15 DBR.No.Leg.BC.78/09.07.005/2017-18).
- Review Doorstep banking facilities to senior citizens of more than 70 years of age and differently abled persons (having medically certified chronic illness or disability) including those who are visibly impaired.

3.3CUSTOMER COMPENSATION POLICY

The objective of this Compensation Policy is to establish a system whereby the Bank compensates the customer for any financial loss he/she might incur due to deficiency in service by the Bank or any act of omission or commission directly attributable to the Bank. The grounds under which a customer can seek compensation from the Bank are outlined as below: -



3.3.1 Unauthorized action of the Bank leading to a financial loss to customer.

The Bank will compensate for any unauthorized actions of the Bank leading to financial loss to the customer. It is reiterated that the policy covers only compensation for financial losses which customers might incur due to deficiency in the services offered by the Bank which can be measured directly and as such the commitments under this policy are without prejudice to any right, the Bank will have, in defending its position before any forum duly constituted to adjudicate banker-customer disputes.

3.3.2 Erroneous Debits arising out of fraudulent/ other transactions

The liability of the customer arising out of any unauthorized transaction shall be nil if Bank receives the report within 3 working days of the Fraud, provided that the Cardmember has acted in good faith. If the Fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to INR 1000. The liability is limited provided the customer informs American Express of the loss of the Card immediately or maximum up to receipt of the next billing statement. Failure to notify unauthorized Charges after receipt of the bill will give American Express the right to withdraw the limited liability and hold the customer responsible for Charges on the Card. Post investigations and confirmation of the fraud, a permanent credit is applied on the customer's account for all fraudulent transactions not done or authorized by the customer. The customer's card may be replaced for cases which involve counterfeit cards or where the customer's card number/details may have been compromised.

In the event a customer disputes certain transactions on their statement of accounts or amounts over charged by a particular merchant or ATM withdrawals (except failed transactions), the same is set up as a disputed transaction where the customer is given a temporary credit. The customer does not need to pay for the disputed transactions till such time the dispute is fully resolved. Basis supports received from the merchants and other investigations, a permanent credit is applied to the customer's account if the disputed transaction is established not to have been incurred by the customer.

3.3.3 Compensation Framework for unsuccessful/Failed Transactions

Failed ATM transactions :- In line with the RBI circular dated September 20, 2019, Bank will pro-actively reverse failed transactions within a maximum of T + 5 days (T being the date of transaction), failing which a compensation of ₹ 100/- per day (beyond T + 5 days) will be credited to the account holder.

Unsuccessful Card Transactions :- In line with the RBI circular dated September 20, 2019, Bank will auto reverse unsuccessful transactions within a maximum of T + 5 days (T being the date of transaction), failing which a compensation of ₹ 100/- per day (beyond T + 5 days) will be credited to the account holder.

Sl. no.	Description of the incident	Framework for auto-reversal and compensation	
		Timeline for auto-reversal	Compensation payable
I	II	III	IV
1	Automated Teller Machines (ATMs) including Micro-ATMs		
a	Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transaction within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.



2. a)	Card Transaction <u>Point of Sale (PoS) (Card Present) including Cash at PoS</u> Account debited but confirmation not received at merchant location i.e., charge-slip not generated.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
b)	<u>Card Not Present (CNP) (e-commerce)</u> Account debited but confirmation not received at merchant's system.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.

3.3.4 Delayed credit to the customer

In case a complaint is received from the customer on delayed credit to customer accounts for any of the valid reasons, the Bank will pay interest at the prevailing deposit rates of State Bank of India or the prevailing term deposit rates of the AEBC India, whichever is higher. Merits of each case will be reviewed to establish the reason of delayed credits

3.3.5 Violation of Bank's Code by its Agents

It is Bank's commitment to act fairly and ethically in all its customer dealings either directly or through its agents. For this reason, the Bank has adopted a Fair Practice Code that governs the conduct of its agents and representatives. In case the Bank receives a customer complaint alleging improper behavior or misconduct by its agent, the Bank shall initiate an investigation and take necessary steps within 7 working days to redress the same. The Bank will also make good the financial loss incurred by the customer on account of the same.

3.3.6 Issue of unsolicited cards/Facilities

Issue of Unsolicited cards

The issue of unsolicited cards/upgradation is strictly prohibited. In case, an unsolicited card is issued/existing card upgraded and activated without the explicit consent of the customer and the latter is billed for the same, the Bank shall not only reverse the charges forthwith, but also pay a penalty without demur to the recipient amounting to twice the value of the charges reversed. In addition, the person in whose name the card is issued can also approach the RBI Ombudsman who would determine the amount of compensation payable by the card-issuer to the recipient of the unsolicited card as per the provisions of the Ombudsman Scheme, i.e., for loss of complainant's time, expenses incurred, harassment and mental anguish suffered by him/her.

Any loss arising out of misuse of such unsolicited cards shall be the responsibility of the Bank only and the person in whose name the card has been issued shall not be held responsible for the same



Issue of Unsolicited facilities

Unsolicited loans or other credit facilities shall not be offered to the customer without seeking explicit consent. In case an unsolicited credit facility is extended without the written/explicit consent of the customer and the latter objects to the same, the Banks shall not only withdraw the facility, but also be liable to pay such penalty as may be considered appropriate by the RBI Ombudsman, if approached.

3.3.7 Closure of Credit Card

Subsequent to the closure of credit card, the customer shall be immediately notified about the closure. Customers shall be provided option to submit request for closure of credit card account through available channels. The Bank shall not insist on sending a closure request through post or any other means which may result in the delay of receipt of the request. 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 day of delay payable to the customer, till the closure of the account provided there is no outstanding in the account.

3.3.8 Force Majeure

The Bank shall not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other “Acts of God”, war, damage to the Bank’s facilities or of its correspondent bank(s), absence of the usual means of communication or all types of transportation, etc beyond the control of the bank) prevents it from performing its obligations within the specified service delivery parameters.

3.4 PRICING (INTEREST RATES) POLICY

3.4.1 Scope of Interest Rates Policy

This policy is applicable to interest chargeable on credit cards issued by AEBC India to individual customers.

3.4.2 Basis and Principles for Interest Rate Policy

As a general banking principle, banks have the right to recover interest on their funds when utilized by a customer either directly or indirectly for commercial or personal purposes. In the credit card business, the interest rate is applied when a card member does not pay the billed amount on the card on or before the due date but revolve the balances for payment over a period of time. The interest charged by the Bank is usually differentiated based on multiple factors such as the type of the credit card, past payment behavior of the card member, portfolio delinquency, portfolio revolve rate, cost of funds, interest rate applied by competition on similar products, profitability considerations based on changes in the Bank’s Cost of funds, etc.

The process of determining Bank’s interest rate is referred to in this policy as “pricing”. The bank can introduce different pricing strategies depending on card products, features and customer profiles based on credit behavior or spend pattern. Having regard to these factors, the bank charges interest on revolving credit card balances on fixed rate basis subject to the condition that such rates comply with the regulatory guidelines as applicable from time to time while pricing the products either to existing customers or to new customers.



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The Interest Rates Policy shall prescribe:

- a) Portfolio Annual Percentage Rate (APR)
- b) Maximum Monthly Interest Rate
- c) Interest Rate for Extended Payment Plan (this is now referred to as EMI in the market)
- d) Interest Rate in Case of Default Interest Free “Grace” Period
- e) Interest for Revolving Credit and Cash Advance Interest levying and calculation methodology

The Other (Non-Interest) Charges Policy shall prescribe all other charges which are not covered by interest charges but can be levied by the Bank as per card member agreement and covered by the Most Important Terms and Conditions (MITCs). The complete version of MITCs containing detailed Schedule of Charges is available at www.americanexpress.co.in/mitc

3.4.3 Interest Rate for Credit Cards

Reserve Bank of India (“RBI”) notified guidelines with respect to Interest on advances on March 3, 2016 and then issued subsequent clarifications thereafter (collectively ‘Directions’). In line with the provisions contained in the directions and given the limited nature of banking business of AEBC India, the APR for Credit Cards offered by the Bank is “fixed rate” with no defined tenure.

The fixed rate APR charged on Credit Cards issued by AEBC for both Line of Credit Lending (LoCL) and Installment Lending (IL) categories is decided basis the following factors:

- Expected Cost of Funds
- Expected range of Revolve rate on LoCL and IL categories
- Desired business margins on LoCL and IL categories
- Expected range of delinquency on LoCL and IL categories
- The rates charged by relevant competitors in the Industry

Basis the above rationale, the APR charged by the Bank for both LoCL and IL category of loans should be above the MCLR, and Base Rate published by the Bank. Accordingly the current APR charged by the Bank, as mentioned in the Schedule of Fee and Charges, is above the MCLR and Base Rate published by the Bank. The Bank will quote APR applicable on Card products and along with will also provide couple of examples/illustrations on how interest is calculated in the Most Important Terms and Conditions/Terms and conditions/website, etc.

3.4.4 Maximum Monthly Interest Rate

The Maximum Monthly Interest Rate (also known as the “ceiling” rate) used by AEBC to calculate interest / finance charges on revolving credit cards shall not exceed 3.99% per month or to comply with regulatory directives.

American Express credit cards also offer EMI facility to its cardmembers. For EMI, the interest rate varies from 12% p.a. – 17% p.a. depending on the channel. For post purchase EMI conversion an additional one-time processing fee of 2% of the transaction plus applicable taxes will be levied. A fee of Rs. 99 plus applicable taxes will be levied on all EMI transaction(s) converted at point of sale online or in-store.

Statutory taxes/levies/late payment fee, etc, if any, shall be applicable in addition to the ceiling prescribed above.

3.4.5 Interest Rate in Case of Default

For cardmembers who regularly pay at least the Minimum Payment Due by the Payment Due Date, the regular Product APR would be applicable. However, for the cardmembers who do not pay at least the Minimum Payment Due by the Payment Due Date, AEBC reserves the right to charge a higher APR to such customers,



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referred to as “Interest Rate in Case of Default”. This may vary depending on the nature of each product and risk category of a customer as determined from time to time. The criteria being used currently is given below:

- For American Express Platinum Reserve Credit Card and American Express Platinum Travel Credit Card Cardmember will be charged a revised interest rate of 3.99% per month if the Minimum Payment Due is not paid by the due date thrice in a 12-month period.
- For all other Credit Cards, Cardmember will be charged a revised interest rate of 3.99% per month if the Minimum Payment Due is not paid by the due date twice in a 12-month period.

The monthly statement of card account will reflect the applicable interest rate. “Interest rate in case of default” will remain applicable for a period of 12 months from the date of statement generation in which “Interest rate in case of default” is levied before it is reviewed. The interest rate charged will revert to the regular Product APR by paying the Minimum Payment Due or more by the due date for at least 11 times in 12 months from the date of statement generation in which Interest Rate in Case of Default is levied.

Making only the minimum payment every month would result in the repayment stretching over months/years with consequential compounded interest payment on your outstanding balance". Interest free (grace) period will be suspended if any Cardmember has not paid the full Closing Balance of the previous monthly statement by the payment due date even if the Minimum Payment Due has been paid.

3.4.6 Interest Free “Grace” Period

Cardmember can enjoy up to 48 days free credit without any Interest Charges levied to the Credit Card Account, referred to as grace period. Interest is not payable on Charges other than Cash Advances and Balance Transfers only if:

- Cardmember has paid the full Closing Balance on the previous monthly statement by the payment due date and
- Cardmember pays the full Closing Balance on the current monthly statement by the payment due date and
- Cardmember has not availed of any Cash Advance or Balance Transfer.

An illustration of interest free “grace” period is included in the MITC (www.americanexpress.co.in/mitc)

The payment due date of a customer will be dynamic in nature and will vary from 18 days to 23 days from the statement generation date, depending on his previous month’s payment behaviour.

Grace days of 3 days is allowed from the payment due date on credit card accounts for making payment, where payments are not overdue. The Bank shall report a credit card account as 'past due' to credit information companies (CICs) and levy late payment charge when a credit card account remains 'past due' for more than three days.

3.4.7 Interest for Revolving Credit and Cash Advances

Interest is payable at the monthly percentage rate on all charges from the date the cardmember incurs the transaction until the charges are fully repaid, except where an interest free grace period applies.

1. Interest, if payable, is calculated by :
 - Multiplying the daily balance on which interest is payable by the daily percentage rate (monthly rate multiplied by 12 and then divided by 365); and then



- Adding up the daily interest for the applicable period.
- 2. Interest, if payable, would be debited to the card member's account on the last date of each statement period and is shown on the statement separately.

The Cardmember will be liable to pay interest on all the unpaid balances which include customer initiated spends, interest and EMIs at the monthly average rate shown on the statement. However, interest will not be accrued on the fees, charges, levies and GST. The interest on cash advances is levied from the day of the withdrawal till the date when payment is received.

The interest rate used to calculate interest on revolving credit cards will not exceed 3.99% per month. Interest applicable to revolving credit card customers will be conveyed through the MITC for ensuring transparency as well as in compliance with regulatory expectations.

Any changes in the rate of interest will be communicated to the customer by providing at least one month notice.

3.4.8 Daily Interest Calculation

Daily Interest is calculated as:

- The daily balance of charges on which interest is payable * maximum daily interest rate.

Maximum Daily Interest Rate: Maximum Monthly Rate * (12 / 365)

3.4.9 Other Charges (Non-Interest Charges such as Annual Fees, Late Payment Fees, Overlimit Fees, Commissions, etc.) Policy

1. All charges, fees and commissions other than the interest rate shall be determined by taking into account cost of running the business, specific expenses incurred for providing benefits on the product and the desired rate of return on a specific product.
2. All such OTHER CHARGES will be communicated to the customers vide any channel of regular communication to the customer such as T&Cs, customer communications, MITCs, AEBC Website, etc.

3.4.10 Other Charges (Non-Interest Charges such as Annual Fees, Late Payment Fees, Overlimit Fees, Commissions, etc.) Policy

1. All charges, fees and commissions other than the interest rate shall be determined by taking into account cost of running the business, specific expenses incurred for providing benefits on the product and the desired rate of return on a specific product.
2. All such OTHER CHARGES will be communicated to the customers vide any channel of regular communication to the customer such as T&Cs, customer communications, MITCs, AEBC Website, etc.
3. Section 6.4 of this Policy applies to all types of Cards including Revolving Credit, Charge issued by AEBC India.



3.4.11 DISCOUNTS AND CONCESSIONS

Discounts and concessions follow the internal pricing process. Discounts / concessions towards the various elements mentioned in the Schedule of Charges, extended to the customers as a part of customer service/retention will be determined by the Customer Services Department as per their Service Recovery Grid approved by the respective business head.

3.5 CREDIT CARD ISSUANCE POLICY

American Express India offers 3 major types of cards – Credit cards, Charge cards and corporate cards. These card types are further classified into various products/variants, which are detailed in the schedule of fees and charges as well as the most important terms and conditions (MITC).

A list of products currently offered by the bank may also be found on its website

Co-branded credit card products may be offered from time to time by the bank. Co-branded Card is a card that is issued jointly by a card-issuer and a co-branding entity bearing the names of both the partnering entities. However, the cardmember terms and conditions for such products shall be similar to other credit card products in terms of fees and charges. Any variance in these would be captured in the MITC & product specific pages on the American Express India website along with the product features. The co-branded credit 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. In all marketing/advertising material, the name of the bank shall be clearly shown. 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.

Bank shall carry out due diligence in respect of the co-branding partner entity with which they intend to enter into tie-up for issue of such cards to specifically address issues pertaining to various risks, including reputation risk associated with such an arrangement and shall put in place suitable risk mitigation measures.

With respect to the Payback co-branded credit card, American Express Banking Corp and Loyalty Solutions & Research Private Limited have a revenue sharing agreement in the form of Fees paid to LSRPL for every point earned by the 'American Express'.

Cardmembers may refer to the below link for all information regarding the types of cards, interest rates and other details pertaining to the products offered by the bank

<https://www.americanexpress.com/in/legal/most-important-terms-conditions-agreements.html>

Schedule of Fees and charges

<https://www.americanexpress.com/content/dam/amex/in/legal-disclosures/Schedule-of-Fee-and-Charges.pdf>

This purpose of this policy to transparently outline the eligibility criteria for issuing an American Express Credit/Charge card.

Amex Credit Cards Eligibility Criteria

Cardholder should be over 18 years of age.



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Cardholder should have a Personal Annual Income of Rs. 6 Lakhs and above. The Bank may consider a lower income at its sole discretion.

Cardholder should have an Indian or multinational bank's savings or current account in India.

The applicant must be an Indian resident.

Bank may also accept applications from NRI's/OCI's/foreign nationals

Documents Required for Amex Credit Cards

Identity Proof - Aadhaar Card/ PAN Card/ Driving License/ Voter ID/ Passport

Income Proof - (The bank may collect income proof on a case-to-case basis) Latest salary slips for salaried, Bank statement, Income Tax Return (ITR) of 2-3 years for self-employed

Residence Proof - Aadhaar Card/ Driving License/ Voter ID/ Passport

Minimum criteria for card issuance

The minimum CIBIL™ score required by applicants for issuance of Amex Credit Cards is decided by the Bank's internal policies and may change from time to time. While credit score is the key parameter, the bank reserves the right to carry out additional due diligence to determine the risk profile of the customer.

American Express will convey the decision on your card application within 15 working days from the date of receipt of the application, provided your application is complete in all respects and is submitted along with all the documentations as per bank's requirements. If necessary documentation is not received or in case of any other exceptional scenario, American Express will notify the applicant on the decision within 90 days of receipt of the application, beyond which an application will not be processed.

3.6 DIRECT SELLING AGENT (DSA) POLICY

1 Preamble Model Code of Conduct is a set of guidelines designed to ensure that Service Provider working as agents of American Express Banking Corp., act and conduct in conformity with the laid down policies and procedures as set in the Code. This Code of Conduct for Direct Selling Agents is published by American Express Banking Corp. on January 15, 2021, in compliance to the Circular no. RBI/2015-16/31 DBR.No.FSD.BC.18/24.01.009/2015-16 dated July 1, 2015, issued by the Reserve Bank of India for Credit Card Operations of banks. CODE OF CONDUCT FOR DIRECT SELLING AGENCIES

2. Definitions

2.1 The term "Service Provider" in this document refers to all Direct Sales Agencies, Direct Sales Team, Vendors and their employees working as agents for American Express Banking Corp.

2.2 The term "Bank" refers to American Express Banking Corp.

2.3 The term "Customer" refers to existing customers of the Bank.



2.4 The term “Prospect” refers to target segment of customers that the Bank wishes to solicit in accordance with prevailing policy.

3. Applicability

Card-issuers shall ensure that the telemarketers they engage, comply with directions/regulations on the subject issued by the Telecom Regulatory Authority of India (TRAI) from time to time while adhering to guidelines issued on “Unsolicited Commercial Communications – National Customer Preference Register (NCPR)

The decision-making power for issue of credit card to a customer shall remain only with the card-issuer and the role of the Direct Sales Agent (DSA)/Direct Marketing Agent (DMA)/other agents shall remain limited to soliciting/servicing the customer/ account.

3.1 Upon adoption and inclusion as part of agreement between the Bank and the Service Provider this code will apply to all persons involved in marketing and distribution of any Card products of the Bank.

3.2 The Service Provider must agree to abide by this code prior to undertaking any direct marketing operation on behalf of the bank.

3.3 Any Tele Marketing Executives & Field sales personnel found to be violating this code will be permanently removed from working on the Bank processes handled by the Service Provider and such action taken should be reported to the Bank from time to time by the Service Provider.

3.4 Failure to comply with this requirement may result in permanent termination of business of the Service Provider with the Bank and may even lead to permanent blacklisting by the industry of the service provider, its personnel or both, as the case may be.

3.5 A declaration to be obtained from Tele Marketing Executives & Field sales personnel, by the Direct Sales Agents & direct sales team before assigning them their duties is annexed to this Code.

3.6 The service provider shall ensure that the database approved by it for use by its personnel has been scrubbed against ‘Do not call registry’ maintained by the Bank and names of customers and prospective customers who expressed their unwillingness to receive a solicitation call have been removed from the calling database.

4. Soliciting a Prospect / Customer

a) Tele calling a Prospect / Customer as per recent RBI Circular:

Card-issuers shall ensure that the telemarketers they engage, comply with directions/regulations on the subject issued by the Telecom Regulatory Authority of India (TRAI) from time to time while adhering to guidelines issued on “Unsolicited Commercial Communications – National Customer Preference Register (NCPR)

A prospect is to be contacted for sourcing a bank product or bank related product only under the following circumstances: (i) When prospect has expressed a desire to be solicited for a product through the bank’s internet site/call centre/Branch or through the Relationship Manager at the Bank or has been referred to by another prospect/customer or is an existing customer of the bank. (ii) When the prospect’s name/telephone no/address is available & has been taken from one of the lists/directories/databases approved by the Direct Sales Agent Manager/Team leader. The Service Provider will not call a person whose name/number is included in the “do not call” list of the Bank.



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b) Tele-calling / Visiting hours (i) Telephonic contact with the Customer / Prospect will be made between 10.00 Hrs and 19.00 Hrs. (ii) Calls earlier or later than the prescribed time period may be made only when the Prospect / Customer has expressly authorized Tele Marketing and Field Sales Executives to do so either in writing or orally. (iii) Residence / Business Address visit must normally be limited between 10.00 Hrs and 19.00 Hrs. Visits earlier or later than the prescribed time period may be made only when the prospect has expressly authorized Tele Marketing Executives / Field sales personnel to do so either in writing or via recorded phone call. (iv) If a customer or a prospective customer has declined to accept the call or the visit, the service provider and its personnel shall ensure that customer is not called or visited for a period of three months from the day of declining to accept the call or the visit.

c) Telemarketing Etiquettes The Service provider must ensure that a Prospect / Customer is not called prior to 10.00 Hrs or post 19 Hrs unless specifically requested. The Service provider will ensure that only the lists approved by the DSA Leader / the Bank is only called upon. The following must be adhered to while making a call

- All conversations with Customer / Prospect should be made in a polite, courteous and transparent manner
- The Tele Marketing Executive will identify himself and his principal i.e. American Express
- The Tele Marketing Executive will request for Prospect / Customer permission to proceed. In the event of permission being denied, he should apologize and politely disconnect
- The Tele Marketing Executive must state reason for his call
- The Tele Marketing Executive will never interrupt or argue with the Prospect / Customer
- The Tele Marketing Executive will to the extent possible, talk in the language which is most comfortable to the prospect/customer
- The Tele Marketing Executive must keep the conversation limited to business matters
- The Tele Marketing Executive will check for understanding of “Most Important Terms and Conditions” by the customer if he plans to buy the product
- The Tele Marketing Executive should reconfirm next call or next visit details
- The Tele Marketing Executive will provide his work telephone number, supervisor’s name or bank officer contact details if asked for by the customer
- The Tele Marketing Executive will not make any false commitment to the customer on behalf of the Bank
- The Tele Marketing Executive will thank the customer for his / her time

The Service must adhere to the following post a call with Prospect or Customer

1. The Service provider will provide feedback to the bank on customers who have expressed their desire to be flagged “Do Not disturb”
2. The Service provider will never call or entertain calls from customers regarding products already sold and will advise them to contact the Customer Service Staff of the Bank.
3. Customers who have expressed their lack of interest for the offering should not be called for the next 3 months with the same offer.



d) Precautions to be taken on visits / contacts 1. Field Sales Executive will respect personal space, maintain adequate distance from the prospect 2. Field Sales Executive will not enter the prospect's residence / office against his / her wishes 3. The Service provider must ensure that a customer / Prospect residence / business is visited by not more than one field executive and one supervisor, if required. 4. Field Sales Executive will respect the prospect's privacy. 5. If the prospect is not present and only family members / office persons are present at the time of the visit, he/ she should end the visit with a request for the prospect to call back. 6. Field Sales Executive will provide his / her telephone number, supervisor's name or the concerned bank officer's contact details, if asked for by the customer. 7. Field Sales Executive must limit discussions with the prospect to the business and maintain a professional distance.

e) Appearance & Dress Code (i) The Field Executive must be in proper attire while meeting up with Prospect / Customer. The Field Sales Executive should wear a clean and well-ironed Shirt and long pants. Women Field Sales Executive must also wear a formal attire (Sari, Suit etc.). (ii) T-shirts, jeans, shorts or sneakers are not considered appropriate while meeting up with Prospect / Customer. (iii) The Field Sales Executive should carry the Identity card provided to him by the Service Provider. The identity card issued by the Service Provider should state the full name, designation of the Field Sales Executive along with his photograph. He must display prominently the said identity card on person.

5. Use and disclosure of Confidential Information

5.1 Confidential Information includes but is not limited to all proprietary and confidential information of the Bank or its subsidiaries, affiliates, or licensees, including without limitation all information, in any form, tangible or softcopy, including without limitation applications, charts, data, documents, forms, instruments, papers or statements, regarding the Bank or any of its subsidiaries, affiliates, or licensees; the customers or debtors of the Bank or the customers of any of its subsidiaries, affiliates, or licensees, the accounts, account numbers, names, addresses or any other personal identifier of such customers; or any information derived therefrom.

5.2 The Service Provider must not use or disclose Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to the Service Provider as set forth in the Agreement, and agrees to cause all the Service Provider's employees, agents, representatives, or any other party to whom the Service Provider may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose.

5.3 The Service Provider agrees to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm or inconvenience to any customer of the Bank or any of its subsidiaries, affiliates, or licensees; the Service Provider further agrees to cause all the Service Provider's agents, representatives, subcontractors, or any other party to whom the Service Provider may provide access to or disclose Confidential Information to implement appropriate measures designed to meet the objectives set forth in this paragraph; and the Service Provider shall provide the Bank with copies of audits and test result information sufficient to assure the Bank that the Service Provider has implemented information security measures consistent with this paragraph.

5.4 On the expiry or termination of relationship with the Service Provider, the Service provider shall hand over or cause to be handed over all such Confidential Information and all other related materials in the Service Provider's possession to the authorized officer of the Bank.



5.5 In the event of a breach or threatened breach by the Service Provider of this clause, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider from any such breach, threatened or actual.

5.6 The Service Provider should respect a prospect's privacy. The prospect / Customer interest may normally be discussed only with the prospect and any other individual/family such as prospect's accountant/secretary/spouse, authorized by the prospect / Customer.

6. Leaving messages and contacting persons other than the prospect

6.1 The Service Provider must ensure that calls are first made to the prospect.

6.2 In the event the prospect is not available, a message may be left for him/her, the aim of the message should be to get the prospect to return the call or to check for a convenient time to call again. Ordinarily, such message may be restricted to prospect's accountant/secretary/spouse, authorized by the prospect.

6.3 As a general rule, the message must indicate that the purpose of the call is regarding selling or distributing a product of the Bank.

7. No misleading statements/misrepresentations permitted

The Service provider will not mislead the prospect on any service / product offered. The Service provider should not mislead the prospect about their business or organization's name or falsely represent themselves as Bank's employees and should not make any false / unauthorized commitment on behalf of the Bank for any facility / service.

8. Gifts or bribes

1. The Service Provider or its personnel will not accept gifts or bribes of any kind from Customer / Prospect.
2. The Service Provider or its personnel will report any offer / bribe made by the customer / Prospect to the Bank
3. The Service Provider or its personnel will not offer any gifts / gratitude in cash or kind to the customer to solicit business

9. Handling of letters, documents & other communication

9.1 No Service provider or its personnel will write directly to the customer on behalf of the Bank and/or about the products and services of the Bank.

9.2 The service provider or its employees shall not offer to prepare or prepare, obtain or agree to obtain any document for the customer or a prospective customer while soliciting business for the Bank.

10. Inspection and Call monitoring

The Service Provider must agree to allow the right of inspection and call monitoring to the Bank to ensure that standards as agreed upon in the Code of Conduct are being adhered to. Service Provider shall also maintain record of calls as required by the Bank.

3.7 COLLECTIONS FRAMEWORK

Code for Collection of dues



American Express Banking Corp. Policy

1. Introduction: The debt collection policy of American Express Banking Corp. (“the bank”) is built around dignity and respect to customers. Bank will not be unduly coercive in collection of dues. The policy is built on courtesy, fair treatment, and persuasion. The bank believes in following fair practices with regard to collection of dues and thereby fostering customer confidence for long-term relationship. All the practices adopted by the bank for follow up and recovery of dues will be in consonance with the law.

2. General Guidelines: All the members of the staff or any person authorized to represent our bank in collection would follow the guidelines set out below:

1. The customer would be contacted ordinarily at the place of his/her choice and in the absence of any specified place, at the place of his/her residence and if unavailable at his/her residence, at the place of business/occupation.
2. Identity and authority of persons authorized to represent bank for follow up and recovery of dues would be made known to the borrowers at the first instance. The bank staff or any person authorized to represent the bank in collection of dues will identify himself / herself and display the authority letter issued by the bank upon request.
3. The bank would respect privacy of its borrowers.
4. The bank is committed to ensure that all written and verbal communication with its customers are in simple business language and bank will adopt civil manners for interaction with customers. /
5. Normally the bank's representatives will contact the customer between 1000 hrs and 1900 hrs, unless the special circumstance of his / her business or occupation requires the bank to contact at a different time based on customer consent.
6. Customer's requests to avoid calls at a particular time or at a particular place would be honored as far as possible.
7. The bank will document the efforts made for the recovery of dues and the copies of communication sent to customers, if any, will be kept on record.
8. Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls / visits to collect dues.

3. Giving notice to customers While written communications, telephonic reminders or visits by the bank's representatives to the customers place or residence will be used as follow up measures for collection of dues, the bank will not initiate any legal or other recovery measures without giving due notice in writing. Any genuine difficulties expressed / disputes raised by the customer will be considered by the bank before initiating recovery measures. Bank will follow all such procedures as required under law for recovery of dues.

4. Engagement of Collection Agencies: The bank may utilize the services of Collection Agencies and their agents for collection of dues. Collection Agencies will be appointed as per regulatory guidelines issued in this regard. In this respect: 1) The name and address of all Collection Agencies on the bank's approved panel will be placed on the bank's website for information to all concerned. 2) Only recovery agents from the approved Collection Agencies will be engaged by the bank. 3) In case bank engages services of such collection agency for any recovery case, the details of the agency will be disclosed to the borrower. 4) The recovery agents engaged by the collection agencies of the bank will be required to follow the laid down policies and procedures as set in the Fair Practices Code for Collection Agencies of the Bank on their dealings with customers. covering their dealings with customers.

National E-Governance Services Limited (“NeSL”) is an Information Utility (“IU”) appointed by the Insolvency and Bankruptcy Board of India (“IBBI”). It is a Union government company and is governed by the provisions of Insolvency and Bankruptcy Code, 2016 (“IBC”) and Insolvency and Bankruptcy Board of India (Information



Utilities) Regulations, 2017. The primary role of NeSL is to serve as a repository of legal evidence holding the information pertaining to any debt/claim, as submitted by the financial or operational creditor and verified and authenticated by the parties to the debt. This reporting enable NeSL to accept, store and make readily available authenticated financial information submitted by creditors that helps establish defaults as well as verify claims under the Insolvency and Bankruptcy Code, 2016 expeditiously and thereby facilitate completion of the insolvency resolution transactions under IBC in a time-bound manner.

3.8 CREDIT & RISK POLICY

3.8.1 Credit Appraisal Criteria

Bank will evaluate the applicants profile based on various internal and external factors. For collecting internal information, bank will rely on the information received at the time of application which may include financial documents. Additionally, bank may pull information from third party resources like Credit Bureaus and incorporate the same in the approval logic. All Consumer and most of the Commercial Credit approval decisions are based on automated logic which uses advanced Machine Learning.

Bank has appropriate processes and checks in place to ensure the models and strategies are providing the desired outcome.

3.8.2 Account Management

To effectively manage the portfolio, bank monitors each transaction for Credit & Fraud actions. Additionally, it periodically reviews accounts of all customers for assessment of Credit & Fraud Risk.

The Bank may proactively suggest to cardmember an increase in existing limits and may also approve customer requested line increase depending on their usage and risk behavior. Any increase of limits will only be executed after receiving explicit consent from the card members.

Any internal or external delinquency or suspicious behavior may result in actions which may include but not limited to:

1. Call from the bank to confirm transaction
2. Limit Reduction
3. Decline of the transaction
4. Suspension or cancellation of the program

3.8.3 Credit Bureau Reporting

In compliance with Govt of India's Credit Information Companies (Regulation) Act 2005, (CICRA), the bank will periodically report all clients and card members to the 4 credit bureaus (Transunion CIBIL, Experian, Equifax, CRIF) registered with RBI.

Card members are notified explicitly of our intent to report him/her as defaulter to the credit bureau. Once a card member settles dues in full and the full payment amount is posted in our systems, card member is reported as "settled" status within 30 days from the date of settlement.

Before reporting default status of a credit cardholder to a Credit Information Company, the Bank shall adhere to a procedure, duly approved by its Board, including issuing of a seven-day notice period to such cardholder about



the intention to report him/her as defaulter to the Credit Information Company.

3.8.4 SMA and NPA Classification and Upgradation

As per the Prudential Framework for Resolution of Stressed Assets and Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances issued by RBI and amendments thereto from time to time, banks are required to classify the borrowers as special mention accounts (SMA) and Non-performing Assets (NPA) if the overdue is not paid on the due date fixed by the bank as per the categories mentioned in the below table:

Categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	More than 90 days

The borrower accounts are flagged as overdue as part of day-end processes for the due date. Similarly, classification of borrower accounts as SMA as well as NPA is done as part of day-end process for the relevant date and the SMA or NPA classification date is the calendar date for which the day end process is run.

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

Further, the borrower account classified as NPAs are upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

In case of restructuring:

1. The accounts classified as standard are immediately downgraded as non-performing assets (NPAs) and NPAs would continue to have the same asset classification as prior to restructuring; unless otherwise specified by RBI.
2. Conditions for Upgrade
 - a. For MSME accounts where aggregate exposure of the lenders is less than ₹25 crores: An account may be considered for upgradation to 'standard' only if it demonstrates satisfactory performance during the specified period.
 - b. For all other accounts that are not MSME: An account will be upgraded only when all the outstanding loan/facilities in the account demonstrate 'satisfactory performance' during the period from the date of



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implementation of Resolution Plan (RP) up to the date by which at least 10 per cent of the sum of outstanding principal debt as per the RP and interest capitalization sanctioned as part of the restructuring, if any, is repaid.

- c. Other regulatory guidelines with regard to upgrade of an account may also apply on certain accounts as per applicable laws.

These instructions on SMA / NPA classification of borrower accounts are applicable to all loans, including retail loans, irrespective of size of exposure of the lending institution.

For more details, please refer to guidelines published on RBI website: www.rbi.org.in

3.9 THIRD PARTY RISK MANAGEMENT

American Express Company (“American Express”, “AXP”, the “Company”), engages Non-Affiliate Third Parties in the course of its business activities to improve performance, enhance good or service offerings, gain strategic or operational advantage, access superior expertise and industry best practices, and reduce costs. The term “Third Party” includes frequently used terms such as “supplier”, “vendor”, and “Provider” among others, and encompasses all external entities which have a business arrangement with American Express. The decision to engage a Third Party does not eliminate or transfer the Company’s responsibility for ensuring a service is delivered, or an activity is conducted, in a safe and sound manner and in compliance with applicable laws and regulations. Therefore, the engagement and subsequent oversight of Third Parties must be closely controlled and monitored to effectively manage the associated risks.

The American Express Board of Directors (“Board”) and Management are responsible for oversight of the entire Third-Party Risk Management Lifecycle. The Board (or Board Committee), Management, and colleagues who manage Third-Party relationships, have distinct but interrelated responsibilities to ensure that the relationships with the Third Parties and respective activities are managed effectively and commensurate with their level of risk and complexity. The Board (or Board Committee) and Management are responsible for ensuring that Third Party agreements are in compliance with applicable laws, rules, regulations (including those intended to protect consumers), regulatory guidance, and American Express policies and risk management standards (e.g., information security, compliance, resiliency etc.), as if American Express were conducting those activities directly.

4.0 RELATED POLICIES, GUIDELINES AND SUPPORTING DOCUMENTS

The following is a list of related policies and related guidelines:

1	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/Jan21_COC_DSA.pdf
2	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/190522_FPCC.pdf
3	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/16_Apr_21_Cust_Comp_Policy.pdf
4	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/AEBC_fair_practice_code_for_card_operations_2021.pdf



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5	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/1220Code_For_Collection_Dues.pdf
6	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/AEBC_citizens_charter_2021.pdf
7	https://www.americanexpress.com/content/dam/amex/in/legal/our-codes-and-policies/Nov19_Protected-disclosures-scheme.pdf
8	https://www.americanexpress.com/in/legal/most-important-terms-conditions-agreements.html?inav=in_sitefooter_top_links_mtc

5.0 POLICY REVISION HISTORY

Previous Approval Dates: NA; New Policy
Current Approval Date: 30th June, 2022

6.0 APPENDIX

List of Notifications/Circulars which have been referred /consolidated in this Policy

Sr. No.	Circular	Subject	Date
1	RBI/2008-09/166 DBOD.No.Leg.BC.42/09.07.005/2008-09	Display of Information Relating to Interest Rates and Service Charges	12-Sep-08
2	RBI/2009-2010/100 DPSS.No.101/02.10.02/2009-2010	Reconciliation of Transactions at ATMs Failure - Time Limit	17-Jul-09
3	RBI/2012-13/424 DPSS(CO)PD.No.1462/02.14.003/2012-13	Security and Risk Mitigation Measures for Electronic Payment Transactions	28-Feb-13
4	RBI/2014-15/71 DBOD.AML.BC.No.- /14.08.001/2014-15	Guidelines issued under Section 36(1)(a) of the Banking Regulation Act, 1949 - Implementation of the provisions of Foreign Contribution (Regulation) Act, 2010	01-Jul-14
5	RBI/2014-15/497 DBR.No.BP.BC.76/21.04.158/2014-15 read with circular DBOD.No.BP.40/21.04.158/2014-15 dated November 3, 2006	Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks	11-Mar-15
6	RBI/2015-16/59 DBR No.Leg.BC. 21/09.07.006/2015-16	Master Circular on Customer Service in Banks	01-Jul-15
7	RBI/2015-16/95 DBR.No.Dir.BC.10/13.03.00/2015-16	Master Circular- Loans and Advances – Statutory and Other Restrictions	01-Jul-15
8	RBI/DBR/2015-16/18 Master Direction DBR.AML.BC.No.81/14.01.001/2015-16	Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016	25-Feb-16
9	RBI/2016-17/17 DPSS.CO.PD.Mobile Banking.No./2/02.23.001/2016-2017	Master Circular – Mobile Banking transactions in India – Operative Guidelines for Banks	01-Jul-16
10	RBI/2016-17/63 DPSS.CO.PD No.812/02.14.003/2016-17	Security and Risk Mitigation Measures for Card Present and Electronic Payment	15-Sep-16



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		Transactions – Issuance of EMV Chip and PIN Cards	
11	RBI/2017-18/15 DBR.No.Leg.BC.78/09.07.005/2017-18	Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Banking Transactions	06-Jul-17
12	RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20	Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems	20-Sep-19
13	DPSS.CO.PD.No.147/02.14.003/2009-10 dated July 22, 2009, DPSS.CO.PD.No.563/02.14.003/2013-14 dated September 5, 2013, DPSS.CO.PD.No.449/02.14.003/2015-16 dated August 27, 2015, DPSS.CO.PD.No.501/02.14.003/2019-20 dated August 29, 2019 and DPSS.CO.PD.No.1465/02.14.003/2019-20 dated January 31, 2020	Cash Withdrawal Facility at Point of Sale (PoS) Terminals	05-May-20
14	RBI/2020-21/71 DPSS.CO.PD No.752/02.14.003/2020-21	Card transactions in Contactless mode - Relaxation in requirement of Additional Factor of Authentication	04-Dec-20
15	RBI/2020-21/87 CEPD.CO.PRD.Cir.No.01/13.01.013/2020-21	Strengthening of Grievance Redress Mechanism in Banks	27-Jan-21
16	RBI/2020-21/74 DoS.CO.CSITE.SEC.No.1852/31.01.015/2020-21	Master Direction on Digital Payment Security Controls	18-Feb-21
17	RBI/2020-21/118 CO.DPSS.POLC.No.S34/02-14-003/2020-2021	Framework for processing of e-mandates for recurring online transactions	31-Mar-21
18	RBI/2022-23/108 DOR.ORG.REC.65/21.04.158/2022-23	Outsourcing of Financial Services - Responsibilities of regulated entities employing Recovery Agents	12-Aug-22
19	RBI/2022-23/92 DoR.AUT.REC.No.27/24.01.041/2022-23 read with RBI/2022-23/74 DoR.AUT.REC.No.48/24.01.041/2022-23	Master Direction – Credit Card and Debit Card – Issuance and Conduct Directions, 2022	21-Apr-22 & 21-June-22