

1. INTRODUCTION

Nissan Renault Financial Services India Private Limited (NRFSI) (“Company”), a Non-Banking Finance Company (“NBFC”) registered with Reserve Bank of India (“RBI”) is in the business of vehicle and captive financing in India for Nissan, Renault & Datsun brands by extending retail credit and dealer financing, and other related businesses. The Company also provides loans for used cars (multi brand) and personal loans to group employees. The Company has also registered as a Corporate Agent (Composite) for providing Life, General and Health Insurance to customers with Insurance Regulatory and Development Authority of India (IRDAI). This policy is drafted based on RBI directions outlined as Fair Practices code.

Reserve Bank of India by its notification no. *RBI/2015-16/470 DNBS (PD) CC No. 266/03.10.01/2011-12* dated 26th March 2012 & Master Circular notification no. *RBI/2015-16/16 DNBR (PD) CC.No.054/03.10.119/2015-16* dated 1st July 2015, has prescribed the guidelines on fair practices that are to be framed and approved by the Board of Directors of all NBFC’s. The fair practices code so framed and approved by the Board of Directors should be published and disseminated for the information of the public. This Policy is reviewed and updated from time to time based on RBI’s notification on the Fair practices code.

2. OBJECTIVE

This Policy has been developed with the following objectives:

- Promote fair practices by setting minimum standards in dealing with customers.
- Increase transparency so that customer can have a better understanding of what type of service level can be expected from our Company.
- Foster customer confidence on the Company.

NRFSI’s commitment to the policy is demonstrated in terms of employee accountability, monitoring and periodic reviews, training and appropriate systems in place.

NRFSI Board of Directors and the management team are responsible for establishing practices designed to ensure that the products and services offered reflect strong commitment to fair lending and that all employees are aware of that commitment.

3. APPLICABILITY

This policy applies to financial products and services offered or which may be introduced at a future date.

Major products / services which are currently offered by the Company includes:

- a. Retail Financing (New and Used cars)
- b. Dealer Inventory Financing
- c. Personal Loans to group employees
- d. Motor Insurance

The policy is applicable to the above irrespective of whether the product /service is provided at the dealer point or any agency premises or online, if any, which are associated with the Company. This policy is implemented at all levels within the company. Fair lending practices shall apply across all aspects of NRFSI's operations including marketing, loan origination, processing, services, customer onboarding, collection activities and loan closure (Loan life cycle).

4. KEY COMMITMENTS

a. *To help borrower / customer understand Company's financial products and services by:*

- i. Ensuring that the borrower/customer is given clear information about Company's financial products and services, the terms and conditions and interest rates / service charges which apply to them while availing the loan from the Company.
- ii. Keeping the customer informed about the changes in the interest rates, charges, key terms and conditions during the servicing period of the loan.

b. *To act fairly and reasonably in all dealings with the customers by:*

- i. Meeting the commitments and standards in this policy for the financial products and services offered by the Company.
- ii. Ensuring that this policy is implemented at all levels within the organization and is applicable every division / sub-division within the Company.
- iii. Ensuring that products and services meet relevant principles of integrity and transparency.
- iv. Ensuring that the Company's financial products and services meet relevant laws and regulations.
- v. Informing the borrower/customer about the time limit by which loan application will be processed and informing them of the status at regular intervals.
- vi. Handling customer complaints promptly with well-defined escalation process.

c. *To treat personal information of customers as private and confidential.*

d. *To help the customers understand how Company's product work by:*

- i. Explaining the financial implications of the transactions.
- ii. Ensuring that the advertisement and promotional materials are clear, fair and easily understood by borrowers/customers.
- iii. Ensuring that there are no misleading information in any of the Company's campaigns, advertisement materials and in Company's communication to its borrowers/customers.
- iv. Verbally informing about the financial schemes in English or local vernacular language as understood by the borrower/customer.
- v. Helping the borrowers/customers choose the financial scheme as per their requirement without influencing their decision.

5. NON-DISCRIMINATION POLICY

The Company will not discriminate between its borrowers/customers on the basis of their gender, caste, religion, sexual orientation, marital status, age or disability. Company's employees shall offer assistance, information and service in a fair, equitable and consistent manner. The Company shall also communicate its Fair Practices Code to its borrowers/our customers by placing it on the notice board and website.

6. APPLICATIONS / PROCESSING OF LOANS

- a. All communications to the borrowers/customers shall be in English or in a vernacular language as understood by the borrower/customer.
- b. Loan application forms shall include necessary information, which affects the interest of the borrower/customer so that he/she can do a meaningful comparison with the terms and conditions offered by other financiers for taking an informed decision.
- c. The loan application form shall indicate the documents which are required to be submitted along with the application form.
- d. The Loan Application form shall clearly state the information to be collected from the customer to fulfil the KYC norms and to comply with legal and regulatory requirements.
- e. The Company shall have a system of giving acknowledgement for receipt of all loan applications. The time frame within which loan applications will be disposed of will be indicated in the acknowledgement.
- f. Loan applications shall be disposed of for processing within minimum period of 7 days or such extended time as may be mutually agreed between the borrower/customer and the Company, from the date of receipt of the application form along with complete set of required supportive documents.
- g. If any additional details/documents are required, the same shall be intimated to the borrowers/customers immediately.

7. LOAN APPRAISAL AND TERMS/CONDITIONS

- a. The Company shall conduct a due diligence on the credit worthiness of the borrower /customer, which will be an important parameter for taking decision on processing of the application. The assessment shall be in line with the Company's credit policies, underwriting norms and procedures in respect thereof. These policies are subject to change based on the management's decision in line with regulatory requirements from time to time.
- b. The borrower/customer shall be informed by means of a written sanction letter or Most Important Document (MID) of the amount of loan sanctioned or otherwise. The sanction letter or MID shall contain gist of the terms and conditions including the annualized rate of interest and the method of application thereof.
- c. The Company shall obtain an acceptance from the borrower/customer on the said sanction letter or MID with the borrowers'/customers' signature.
- d. The Company shall lay down all the terms and conditions with respect to the loan in its loan agreement. The borrower/customer shall comply with the terms and conditions mentioned in the loan agreement and any prospective changes thereof will be intimated to the borrower/customer from time to time.

- e. The Company shall invariably be bound to furnish a copy of the loan agreement as understood by the borrower/customer along with a copy of all enclosures quoted in the loan agreement to all the borrowers/customers at the time of disbursement of loan.
- f. The Company shall mention the penal charges for late repayment in bold in the loan agreement.

8. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS

- a. The Company's Interest rate model policy provides an appropriate internal principles and procedures for determining and ensuring that the interest rates, processing, and other charges are not excessive. The Company shall, at the time of disbursement, ensure that the interest rate, processing and other charges on loan and advances are in strict adherence to above referred internal principles and procedures.
- b. The disbursement will be done upon compliance of all the terms and conditions mentioned in the sanction letter/ MID issued to the borrower/customer.
- c. The Company shall give a notice to the borrower/customer in English language or vernacular language as understood by the borrower/customer, of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The Company shall ensure that the changes in the terms and conditions are effected only prospectively.
- d. The Company shall release all securities on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the Company may have against borrower/customer. If such right of set-off is to be exercised, the borrower/customer will be given notice about the same with full particulars about the remaining claims and the conditions under which the Company is entitled to retain the securities until the relevant claim is settled/paid.

Decision to recall/accelerate payment or performance under the agreement will be in consonance with the loan agreement.

9. REGULATION OF RATE OF INTEREST

- a. The rate of interest shall be annualized rates so that the borrower/customer is aware of the exact rates that would be charged to the account.
- b. The Company adopted an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium, etc. and determine the rate of interest to be charged for loans and advances. Besides disclosing the approach towards risk and rationale for charging different interest to different categories of borrower/customers, the Company shall also communicate the same by placing the policy on its website and link reference provided in the in the sanction letter/MID .
- c. The loan agreement shall contain sufficient information about the interest rate, charges etc. The borrower/customer shall be informed regarding any change in the charges/interest rate or any introduction of new charges as applicable.

10. REPOSSESSION

The Company has built in a repossession clause in the loan agreement with the borrower/customer which will be legally enforceable. To ensure transparency, the terms and conditions of the loan agreement will include provisions regarding:

- a. notice period before taking possession;
- b. circumstances under which the notice period can be waived;
- c. the procedure for taking possession of the security;
- d. final chance to the borrower/customer for repayment of loan before the sale/auction of the property;
- e. the procedure for giving repossession to the borrower/customer;
- f. the procedure for sale/auction of the property.
- g. recovery process in case of shortfall and refund process in case of excess realizations; and
- h. amendments as directed by RBI from time to time.

11. GENERAL

- a. The Company shall not interfere in the affairs of the borrower/customer except for the purposes provided in the Loan Agreement unless new information not disclosed earlier by the borrower/customer has come to the notice of the Company.
- b. The Company shall call delinquent borrowers/customers between 0800 hours to 1900 hours unless special circumstances of the borrowers/customers business require calling them otherwise outside the hours mentioned.
- c. The Company may arrange for enforcing security charged to it of the delinquent borrower/customer, if required, with an aim only to recover dues, cost and expenses of such enforcement action.
- d. The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof shall be fair and transparent.
- e. The Company shall not resort to any undue harassment in the matter of recovery of loans.
- f. In case of receipt of a request from the borrower/customer for transfer of the borrower/customer account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of such request. Such transfer shall be as per transparent contractual terms in consonance with law.
- g. The Company shall adequately train the collection executives and other staff to deal with the borrowers/customers in an appropriate manner.

12. GRIEVANCE REDRESSAL MECHANISM

A complaint will mean an expression of dissatisfaction made to NRFSI by any borrower/customer or someone legally representing their interests, about our products, services or our complaint-handling process, where a response or resolution is explicitly or implicitly expected.

Mode of Registering a Complaint/Grievance:

Level 1:

Borrowers/Customers may register their complaint/grievance as per the details furnished hereunder:

- Customers with Nissan Brand Cars may write/call to –
csupport.nissanfinance@nrfsi.com / 1800-209-3456
- Customers with Renault Brand Cars may write/call to –

NISSAN RENAULT FINANCIAL SERVICES INDIA PRIVATE LIMITED

csupport.renaultfinance@nrfsi.com / 1800-315-4444

- Customers with Datsun Brand Cars may write to –
csupport.datsunfinance@nrfsi.com / 1800-209-3456

Level 2:

In case the response is unsatisfactory, the borrower/customer may approach the Grievance Redressal Officer on the details furnished hereunder:

Ms. Sandhya Ganapathy,
Customer Service Lead,

Telephone: 044 - 4251 7400
Mobile: +91 97907 37275
Email: gro.nrfsi@nrfsi.com

The complaints/grievances will be investigated from all possible angles and will be endeavored to be resolved within 30 days from the date of receipt of the complaint/grievance.

Level 3:

In case the response is unsatisfactory from the Grievance Redressal & Nodal officer, eligible borrower/customer may approach the Chief Risk Officer and Head – Retail Operations on the details furnished hereunder:

Mr. Chandramouli Vaidyanathan, Chief Risk Officer
Email: chandramouli.vaidyanathan@nrfsi.com

Mr. Bibin Roberts, Head – Retail Operations
Email: bibin.roberts@nrfsi.com

Escalation to RBI:

In case the borrower/customer does not receive the response from the Company within a period of 30 days, the customer may appeal to the Officer-in-Charge of the Regional Office of DNBS of RBI at the following address:

The Officer-in-Charge
Department of Non-Banking Supervision,
Reserve Bank of India,
Fort Glacis, Rajaji Salai,
Chennai – 600 001.
Telephone: 044 – 2539 9222, 044 – 2539 9283/84, 044 – 2539 9189
Fax: 044 – 2539 3797
E-mail address: ssmnbfc2che@rbi.org.in

The Grievance Redressal Officer of the Company shall examine the matter and address the complaint/grievance at the earliest but not later than 30 days from the date of receipt of complaint/grievance.

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The Company shall display the following information prominently, for the benefit of its borrowers/customers, at its registered office/branches:

- the name and contact details of the Grievance Redressal Officer
- contact details of Officer-in-Charge of the Regional Office of DNBS of RBI, under whose jurisdiction the registered office of the Company falls in the event of complaint / grievance remains unaddressed for a period of 30 days.

Duties of Grievance Redressal Officer (GRO):

- After receiving the complaint/grievance, GRO will examine the matter and respond to complaint/grievance within 30 days from the date of receipt of such complaint/grievance.
- If customer is not satisfied with the response, then the GRO will provide guidance to such customer on escalation mechanism.
- GRO will submit the Grievance Redressal Report to the management on a half-yearly basis.

RBI Ombudsman scheme

Nissan Renault Financial Services India Private Limited (“NRFSI”) is one of the Regulated entities (“RE”) covered under Reserve Bank-Integrated Ombudsman Scheme, 2021. The Company has appointed Nodal officers as required under the ombudsman scheme. The details of Nodal Officer and Principal Officer shall be prominently displayed on the website. The salient features of the Scheme shall also be prominently displayed in such a manner that a person visiting the office has easy access to the information.

13. CONFIDENTIALITY

- a. Unless authorised by the borrower/customer the Company shall treat all personal information of the customer as private and confidential.
- b. Unless authorized by the borrower/customer, the Company shall not reveal any transaction details to any other entity other than the following exceptional cases:
 - i. If the Company is required to provide the information under statutory or regulatory laws;
 - ii. If there is a duty to the public to reveal this information;
 - iii. If it is in the Company’s interest to provide the information to Banks/Financial Institutions /Company’s group and associate companies/service providers/companies with which NRFSI has a tie-up arrangement in accordance with the prevailing Laws and Regulations.

14. MONITORING

NRFSI Compliance Officer to ensure compliance of this Policy. NRFSI’s internal control procedures make sure that this Policy is complied in letter and spirit.

15. REVIEW

A review of compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism will be done by the Compliance officer during every financial year and a consolidated report of such review will be submitted to the Board of Directors on an annual basis.