



# **IDFC FIRST Bank Limited**

# **Comprehensive Deposit Policy**

Version : 2.2

Approval Date : 30<sup>th</sup> April 2025

# Status:

Revision History				
Versio	<b>Revision Date</b>	Revised by	Revision Description	
1.0	25-08-2015	-	Adoption of Policy	
1.1	26-07-2016	Retail Liabilities	Changes as per RBI Guidelines and Internal Audit observations	
1.2	27-07-2017	Retail Liabilities	Annual Review of Policy	
1.3	30-07-2018	Retail Liabilities	Annual Review of Policy	
1.4	24-07-2019	Retail Liabilities	Annual Review and Change in the definition of Retail Deposit	
1.5	27-03-2020	Retail Liabilities	Change in the insurance cover for deposits	
1.6	30-04-2021	Retail Liabilities	Annual Review of Policy	
1.7	30-10-2021	Retail Liabilities	Inclusion of RBI guidelines on CA-Need for Discipline	
1.8	30-12-2021	Retail Liabilities	Inclusion of RBI guidelines on Safe Deposit Locker operations, inclusion of FCNR (B) interest rate calculation and Framework and inclusion of Annexure 1.	
1.9	30-04-2022	Retail Liabilities	Annual Review of Policy	
2.0	30-04-2023	Retail Liabilities	Annual Review of Policy	
2.1	30-04-2024	Retail Liabilities	Annual Review of Policy	
2.2	30-04-2025	Retail Liabilities	Annual Review of Policy	



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#### **Comprehensive Deposit Policy**

#### 1. Preamble

One of the important functions of the Bank is to accept deposits from the public for the purpose of lending. In fact, depositors are the major stakeholders of the Banking System. The depositors and their interests form the key area of the regulatory framework for Banking in India and this has been enshrined in the Banking Regulation Act, 1949. The Reserve Bank of India is empowered to issue directives / advices on interest rates on deposits and other aspects regarding conduct of deposit accounts from time to time. With liberalization in the financial system and deregulation of interest rates, banks are now free to formulate deposit products within the broad guidelines issued by RBI.

This policy document on deposits outlines the guiding principles in respect of formulation of various deposit products offered by the Bank (including the deposit offered in the Bank's IFSC Banking Unit "IBU") and terms and conditions governing the conduct of the account. The document recognizes the rights of depositors and aims at dissemination of information with regard to various aspects of acceptance of deposits from the members of the public, conduct and operations of various deposits accounts, payment of interest on various deposit accounts, closure of deposit accounts, method of disposal of deposits of deceased depositors, etc., for the benefit of customers. It is expected that this document will impart greater transparency in dealing with the individual customers and create awareness among customers of their rights.

The ultimate objective is that the customer will get services they are rightfully entitled to receive without demand.

While adopting this policy, the Bank reiterates its commitments to individual customers outlined in Bankers' Fair Practice Code of Indian Banks' Association. This document is a broad framework under which the rights of common depositors are recognized. Detailed operational instructions on various deposit schemes and related services will be issued from time to time.

#### **Policy Administration**

The Policy will become applicable from the day it is approved by the Board of Directors. This policy will be seen in conjunction with the directives and circulars issued from time to time by the RBI and other regulatory authorities in India.

This policy will be reviewed at least once a year or on a more frequent basis as deemed fit to incorporate significant changes in a) business requirements, and b) regulatory guidelines.

In the interim, any changes in the guidelines issued by RBI or other regulatory authorities in India will supersede the existing policy guidelines with effect from the date as stipulated in the revised guidelines.



#### 2. Types of Deposit Accounts

While various deposit products offered by the Bank are assigned different names, the deposit products can be categorized broadly into the following types. Definition of major deposits schemes are as under: -

- i) "Demand Deposits" means a deposit received by the Bank which is withdrawable on demand.
- ii) "Savings Deposits" means a form of Demand Deposit which is subject to restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the Bank during any specified period.
- **"Term Deposit"** means a deposit received by the Bank for a fixed period withdrawable only after the expiry of the fixed period and includes deposits such as Recurring.
- iv) "Current Account" means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and will also include other deposit accounts which are neither Savings Deposit nor Term Deposit.

# 3. Account Opening and Operation of Deposit Accounts

The Bank before opening any deposit account will carry out due diligence as required under "Know Your Customer" (KYC) guidelines (RBI/DBR/2015-16/18 Master Direction DBR.AML.BC.No.81/14.01.001/2015-16) issued by RBI, Anti-Money Laundering rules and regulations and or such other norms or procedures adopted by the Bank/as per the Customer Acceptance Policy of the Bank. If the decision to open an account of a prospective depositor requires clearance at a higher level, reasons for any delay in opening of the account will be informed to the customer and the final decision of the Bank will be conveyed at the earliest to the customer.

- A. The account opening forms and other material would be provided to the prospective depositor by the Bank. The same will contain details of information to be furnished and documents to be produced for verification and or for record, it is expected of the Bank official opening the account, to explain the procedural formalities and provide necessary clarifications sought by the prospective depositor when he approaches for opening a deposit account.
- B. For deposit products like Savings Bank Account and Current Deposit Account, the Bank will normally stipulate certain minimum balances to be maintained or certain average monthly/ quarterly balances to be maintained as part of terms and conditions governing operation of such accounts. Failure to maintain minimum balance in the account may attract levy of charges as specified by the Bank from time to time. For Saving Bank Account the Bank may also place restrictions on number of transactions, cash withdrawals, etc., for given period. Similarly, the Bank may specify charges for issue of cheque books, additional statement of accounts, duplicate passbook, folio charges, etc. All such details, regarding terms and conditions for operation of the accounts and schedule of charges for various services provided will be communicated to the prospective depositor while opening the account.
- C. Savings Bank Accounts can be opened for eligible person / persons and certain organizations / agencies (as advised by Reserve Bank of India (RBI) from time to time). Savings Bank Account can be opened for HUF in case it is not formed for carrying out any business.
  - Current Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs / Specified Associates / Societies / Trusts, etc.

Term Deposits Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs/ Specified Associates / Societies / Trusts, etc.

- D. The due diligence process, while opening a deposit account will involve satisfying about the identity of the person, verification of address, satisfying about his/her/their occupation/business and source of income. Obtaining recent photograph of the person/s opening / operating the account are part of due diligence process. ReKYC and CKYC guidelines prescribed by RBI will be applicable and adhere too.
- E. In addition to the due diligence requirements, under KYC norms the Bank is required by law to obtain Permanent Account Number (PAN) alternatively declaration in Form No. 60 or 61 as specified under the Income Tax Act / Rules.
- F. Bank can open current accounts of prospective customers who are permitted to open account as per ""DOR.CRE.REC.23/21.08.008/2022-23 dated April 19, 2022 with subject "Consolidated circular on
  Opening of Current Accounts and CC/OD accounts by Banks and updated from time to time.

Bank would obtain declaration from the customers to ascertain nature of credit facilities availed by the customer. The Bank shall also verify the Central Repository of Information on Large Credits (CRILC) database maintained by the Reserve Bank of India and shall also use other sources like credit bureaus to ascertain credit facilities that the customer enjoys from banking system.

Banks shall monitor all current accounts and CC/ODs regularly, at least on a half yearly basis, with respect to the exposure of the banking system to the customers, and appropriately deal as per the extant guidelines.

- G. The Bank is committed to providing basic banking services to unbanked / disadvantaged sections of the society. Banking services would be offered to them through the financial inclusion initiatives and accounts opened with relaxed customer acceptance norms as per regulatory guidelines.
- H. Deposit accounts can be opened by an individual in his own name (status known as account in single name) or by more than one individual in their own names (status: known as Joint Account). Savings Bank Account can also be opened by a minor with natural guardian / court appointed guardian or with mother as the guardian (status: known as Minor's Account). Minors above the age of 10 can be allowed to operate saving bank account independently.
- I. Operation of Joint Account The Joint Account opened by more than one individual can be operated by single individual or by more than one individual jointly. The mandate for operating the account can be modified with the consent of all account holders. The Savings Bank Account opened by minor jointly with natural guardian /court appointed guardian or guardian can be operated by natural guardian only.
- J. The joint account holders can give any of the following mandates for the disposal of balance in the above accounts:
  - **<u>i. Either or Survivor</u>**: If the account is held by two individuals say, A & B, the final balance along with interest, if applicable, will be paid to survivor on death of anyone of the account holders.



- <u>ii. Anyone or Survivor/s</u>: If the account is held by more than two individuals say, A, B and C, the final balance along with interest, if applicable, will be paid to the survivor on death of any two account holders.
- <u>iii. Former or Survivor:</u> If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to the former i.e. A on date of maturity and to the survivor on death of anyone of the account holders.

The above mandates will be applicable to or become operational anytime during the tenure of the term deposit. This mandate can be modified by the consent of all the account holders.

- K. At the request of the depositor, the Bank will register mandate / power of attorney given by him authorizing another person to operate the account on his behalf.
- L. The term deposit account holders at the time of placing their deposits can give instructions with regard to closure of deposit account or renewal of deposit for further period on the date of maturity. In case of non-Resident customers, the Bank offers NRE/ NRO INR Fixed Deposits and FCNR (B) FCY Fixed Deposits. The FCNR (B) deposit means a Foreign Currency Non-Resident (Bank) account referred to in Foreign Exchange Management (Deposit) Regulations, 2000, as amended from time to time.
- M. A statement of account will be provided by the Bank to Savings Bank as well as Current Deposit Account Holders periodically as per terms and conditions. Alternatively, the Bank may issue a Passbook to these account holders. In case an account holder wishes for a monthly statement where the conditions of the operation of the Account do not provide for one, the same will be provided by the Bank with or without a charge. Charges if any disclosed at the time of opening the account.
- N. Nomination facility is available on all deposit accounts opened by the individuals including joint accounts opened with or without survival mandate. Nomination is also available to a sole proprietor concern account. Nomination can be made in favour of one individual only. Nomination so made can be cancelled or changed by the account holder/s any time. Nomination can be modified by the consent of account holder/s. Nomination can be made in favour of a minor also.

Bank recommends that all depositors avail nomination facility. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of legal heirs. The depositor will be informed of the advantages of the nomination facility while opening a deposit account.

- O. An account holder may request for multiple cheque books to issue post-dated cheques to meet personal finance requirements; the Bank may issue multiple cheque books at its discretion depending on the conduct / history of the account. Charges for the same maybe levied as per the General Schedule of Charges of the Bank.
- P. The deposit accounts may be transferred to any other branch of the Bank at the request of the depositor subject to customer being KYC compliant on the date of transfer.
- Q. Any changes in charges will be made available to all depositors in advance with one month's notice

through the Bank's website and / or through mail. However, in case of changes due to regulatory requirements the Bank may not - give one month's notice as changes will be effective as per the regulatory timelines.

R. To enable account holders to deposit cheques / instruments, the Bank will provide cheque drop box facility at it Branches, ATM centers and other locations it may deem fit. This facility will be provided as a matter of customer convenience and the Bank will not curtail the depositor's right to obtaining an acknowledgement by depositing instruments at the Branch counter.

# S. Restriction on mobile number change for limited KYC accounts:

Referring to RBI Master Circular (RBI/DBR/2015-16/18 Master Direction DBR.AML.BC. No.81/14.01.001/2015-16), Bank will not allow mobile number change process for non-face to face Savings customers (limited KYC accounts) till customer converts the account to full KYC account through In Person Verification or Video KYC.

- a. A non-face to face customer with online product codes Aadhar OTP bases accounts(limited KYC account), shall be guided to first complete the KYC formalities and convert the limited KYC account into full KYC account before allowing change of mobile number in the account.
- b. Account opening using Aadhaar OTP is allowed only for the customers where mobile number provided by customer is registered with UIDAI.
- c. For online accounts (limited KYC accounts) even if full KYC via IPV/VCIP is completed, the cooling period of 30 days for not allowing mobile number change through Mobile banking/ Net banking channel will be applicable.
- d. If change in mobile number is required in this 30 days colling period, customer need to walk into any of the nearest IDFC FIRST Bank branch and complete his full KYC.

# 4. Interest Payments

- a. Interest rate shall be paid on savings account and term deposit as decided by the Bank within the general guidelines issued by the Reserve Bank of India from time to time.
- b. In terms of Reserve Bank of India directives, interest shall be calculated at quarterly intervals on term deposits and paid at the rate decided by the Bank depending upon the period of deposits In case of monthly deposit scheme, the interest shall be calculated for the quarter and paid monthly at discounted value. The interest on term deposits is calculated by the Bank in accordance with the formulae and conventions advised by Indian Banks' Association. Interest on the FCNR (B) deposits shall be calculated on the basis of 360 days to a year. The interest on FCNR (B) deposits shall be calculated and paid at intervals of 180 days each and thereafter for the remaining actual number of days. Provided that the option to receive the interest on maturity with compounding effect shall vest with the depositor.
- c. The rate of interest on deposits will be prominently displayed in the branch and on the bank website. Changes, if any, with regard to the deposit schemes and other related services shall also be communicated similarly.
- d. The Bank has statutory obligation to deduct tax at source if the total interest paid / payable on all



term deposits held by a person exceeds the amount specified under the Income Tax Act. The Bank will issue a tax deduction certificate (TDS Certificate) for the amount of tax deducted. The depositor, if entitled to exemption from TDS can submit declaration at the time of opening of deposit account in the prescribed format and at the beginning of each financial year.

The Interest Rate calculation in FCNR (B) Deposit is done by the Bank within the general guidelines issued by Reserve Bank Of India (RBI) from time to time. The detailed methodology of interest rate calculation in FCNR (B) Deposit is made available in Annexure 1.

#### 5. Minor's Accounts

- i. The minor can open Savings Bank Account and the same can be operated by the natural guardian /court appointed guardian or by minor himself / herself if he/she is above the age of 10 years.
- ii. On attaining majority, the erstwhile minor should confirm the balance in his/her account and if the account is operated by the natural guardian /court appointed guardian or guardian, fresh specimen signature of erstwhile minor duly verified by the natural guardian would be obtained and kept on record for all operational purposes KYC documents are collected from the customer and due diligence as per guidelines to be conducted by the branch. On attaining majority, the customer may be given an option to close his existing account as a minor and open a fresh account as major.

#### 6. Account of Senior Citizens

The senior citizens who have completed the age of 60 years can open a senior citizen savings account with the bank. We offer some preferential services to senior citizen customers.

#### 7. Account of Illiterate /Customers with special needs & person with Disability

The bank opens Regular Savings account for customers who are visually impaired / illiterate / incapacitated /sick/old/disabled and persons with Autism, Cerebral Palsy, Mental Illness, Mental Disabilities, Mental Retardation.

#### a. <u>Visually impaired customer</u>

Customer can open single as well as joint account. For joint account opened with visually impaired customer who is illiterate, MOP will be "Jointly", irrespective of whether the visually impaired customer is primary holder or not. Cheque book, debit card and internet facility can be given to such customer basis customer's consent on the risks involved.

### b. Illiterate customer

Illiterate customer can open single as well as joint account. For joint account opened with illiterate customer, MOP will be "Jointly", irrespective of whether the illiterate customer is primary holder or not. Thumb impression to be affixed by illiterate customer on the account opening form in presence of two witnesses, out of which one should be a bank official. Current accounts and Non-Resident accounts will not be opened of illiterate customers. Cheque book, debit card and internet banking facility can be given to such customer basis customer's consent on the risks involved.

# c. <u>Incapacitated, Sick and Old person/person with disabilities:</u>

Customer can open single as well as joint account. MOP can be as per customer's choice. Wherever mandate holder is appointed, MOP will be singly. Account can be opened using thumb impression or toe impression. Cheque book, debit card and internet facility can be given to such customer basis customer's consent on the risks involved.

# d. <u>Customer suffering from Autism, Cerebral Palsy, Mental Illness, Mental Disabilities or Mental Retardation</u>

Customer can open single as well as joint account. Only Guardian/Manager can be mandate holder/joint holder in the account. Customer shall not sign the AOF even in case of single account. Instead, the appointed Guardian/Manager will sign the AOF form on behalf of the customer. Cheque book, debit card and internet facility can be given to such customer basis customer's consent on the risks involved.

# 8. Addition or deletion of the name/s of joint account holders

The bank may at the request of all the joint account holders allow addition or deletion of name/s of joint account holder/s if the circumstances so warrant or allow an individual depositor to add the name of another person as a joint account holder.

### 9. Account opening facilities for Third Gender

In case of a person claiming to be transgender and needs to open account or to do any banking transaction, the person will be recognized as "Third Gender", and the details shall be accepted in the AOFs/ or other applicable forms as such.

All transgender customers shall be treated equally to other male/ female customers without any discrimination.

## 10. Customer Information

The customer information collected maybe used for cross selling of services or products by the Bank, their subsidiaries, and affiliates with the specific consent of the account holder which will be obtained at the time of account opening.



#### 11. Secrecy of Customers Accounts

The Bank shall not disclose details / particulars of the customer's account to a third person or party without the expressed or implied consent from the customer. However, there are some exceptions, viz. disclosure of information under compulsion of law, where there is a duty to public to disclose and where interest of the Bank requires disclosure.

#### 12. Premature Withdrawal of Term Deposits

While prematurely closing a term deposit, Interest on the term deposit & Premature Closure Penalty will be applicable as per the Interest Rate policy of the Bank. This is also published on the Bank's website and in the Terms and Conditions on the FD advice.

#### a. Callable Deposits:

The Bank on request from the depositor will allow withdrawal of term deposit, **in full or partially**, before completion of the period of the deposit agreed upon at the time of placing the deposit. The Bank shall declare their penal interest rates policy for premature withdrawal of term deposit as may be applicable at the time of contracting the deposits. The Bank shall make depositors aware of the applicable penal rate along with the deposit interest rate.

# b. Non-callable Deposits:

Premature Closure of Non-Callable (Non-Premat) Fixed Deposits, including Tax Saver Fixed Deposits will NOT be permitted before expiry of the term of such deposits. The Bank may allow premature withdrawal of these deposits only in exceptional circumstances such as in the event of any direction from any statutory and/or government orders/regulatory orders/bankruptcy/legal orders/deceased claims settlement in compliance with the RBI directions.

# 13. Renewal of Overdue Term Deposits

When a term deposit is renewed on maturity, on renewed deposit, interest rate for the period specified by the depositor as applicable on the date of maturity would be applied. In exceptional cases, if a Term Deposit (TD) matures and proceeds are unpaid, the amount left unclaimed with the bank attracts the rate of interest as applicable to savings account or the contracted rate of interest on the matured TD, whichever is lower. In the absence of any maturity instructions or renewal instructions subsequently, all term deposits are automatically renewed for a period equal to that as per last customer instruction at the rates prevailing at the time of renewal.

# 14. Advances Against Deposits

The Bank may consider request of the depositor/s for loan / overdraft facility against term deposits duly discharged by the depositor/s on execution of necessary security documents. The Bank may also consider loan against deposit standing in the name of minor, however, a suitable declaration stating that loan is for the benefit of the minor, is to be furnished by the depositor - applicant.

## 15. Settlement of Dues in Deceased Deposit Account

- i. If the depositor has registered nomination with the Bank; the balance outstanding in the account of the deceased depositor will be transferred to the account of / paid to the nominee after the Bank satisfies about the identity of the nominee, etc.
- ii. The above procedure will be followed even in respect of a joint account where nomination is registered with the Bank.
- iii. In a joint deposit account, when one of the joint account holders dies, the Bank is required to make payment jointly to the legal heirs of the deceased person and the surviving depositor(s). However, if the joint account holders had given mandate for disposal of the balance in the account in the forms such as "either or survivor, former/ latter or survivor, anyone of survivors or survivor; etc., the payment will be made as per the mandate to avoid delays in production of legal papers by the heirs of the deceased.
- iv. In the absence of nomination and when there are no disputes among the claimants, the Bank will pay the amount outstanding in the account of deceased person against joint application and indemnity by all legal heirs or the person mandated by the legal heirs to receive the payment on their behalf without insisting on legal documents up to the limit approved by the bank's board. This is to ensure that the common depositors are not put hardship on account of delays in completing legal formalities.

# 16. Interest Payable on Term Deposit in Deceased Account

i. In the event of death of the depositor before the date of maturity of deposit and amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. The Bank's policy with regards to deceased claim settlement would be followed depending on the mandate in the account.

ii. After the date of maturity till the date of payment, the Bank shall follow the regular process as per maturity instruction given by the customer at the time of booking of term deposit. In absence of maturity instruction, renewal of overdue deposits process will be followed.

# 17. GIFT CITY Deposit

IDFC FIRST Bank, at it's IBU (IFSC Banking Unit) based out of GIFT City offers foreign currency denominated savings accounts, current accounts and deposits to its customers. These accounts cater to the GIFT specific banking requirements of Resident Indians, NRIs and Entities.

Banking in GIFT city is governed by the International Financial Services Centre Authority (IFSCA) and this deposit policy is framed in adherence of the IFSCA guidelines. (Detailed GIFT City Annexure attached in the policy).

### 18. Insurance Cover for Deposits

All bank deposits (for GIFT City deposits please refer to "Annexure for GIFT City") are covered under the insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC)



subject to certain limits and conditions. The details of the insurance cover in force will be made available to the depositor.

The DICGC insures all deposits such as savings, fixed, current, recurring, etc. deposits except the following types of deposits.

- a. Deposits of foreign Governments
- b. Deposits of Central/State Governments
- c. Inter-bank deposits
- d. Deposits of the State Land Development Banks with the State co-operative bank
- e. Any amount due on account of and deposit received outside India.
- f. Any amount, which has been specifically exempted by the corporation with the previous approval of Reserve Bank of India

Each depositor in a bank is insured up to a maximum of Rs. 5,00,000 (Rupees Five Lakh) for both principal and interest amount held by him in the same right and same capacity.

The deposits kept in different branches of a bank are aggregated for the purpose of insurance cover and a maximum amount up to Rupees Five lakh is paid. For example, if an individual had an account with a principal amount of Rs. 4,95,000 plus accrued interest of Rs. 4,000, the total amount insured by the DICGC would be Rs. 4,99,000. If, however, the principal amount in that account was Rs. Five lakh, the accrued interest would not be insured, not because it was interest but because that was the amount over the insurance limit.

#### 19. Stop Payment Facility

The Bank will accept stop payment instruction from the depositors in respect of cheques issued by them. Charges, as specified, will be recovered.

# 20. Dormant/Inoperative Accounts

Savings / Current Accounts which are not operated for a period of 2 years will be in inoperative account status in the interest of the depositor as well as the Bank. The depositor will be intimated 3 months in advance of categorizing the account as Inoperative. The depositor will be informed of charges, if any, which the Bank will levy on / inoperative accounts. The depositor can request the Bank along with complete KYC to activate the account for operating it.

# 21. Unclaimed Deposits/Depositor Education and Awareness Fund Scheme, 2014(DEAF) in Banks:

a. The Depositor Education and Awareness Fund Scheme, 2014 (DEAF)- RBI has established The Depositor Education and Awareness Fund (the Fund). Under the provisions of Fund, the amount to the credit of any account with the Bank which has not been operated upon for a period of ten years or any deposit or any amount remaining unclaimed for more than ten years shall be credited to the Fund, within a period of three months from the expiry of the said period of ten years. The Fund shall be utilized for promotion of depositors' interest and for such other purposes which may be

necessary for the promotion of depositors' interests as specified by RBI from time to time. The depositor would, however, be entitled to claim from the Bank his/her deposit or any other unclaimed amount or operate his/her account after the expiry of ten years, even after such amount has been transferred to the Fund. The Bank would be liable to pay the amount to the depositor/claimant and claim refund of such amount from the Fund. Interest, if any, will be paid as applicable from time to time.

b. Unclaimed Deposits - Unclaimed deposit account means accounts, which have not been operated upon for ten years (in case of money deposited for a fixed period the said term of 10 years shall be reckoned from the date of the expiry of such fixed period). The credit balance in any deposit account maintained with banks, which have not been operated upon for ten years or more, or any amount remaining unclaimed for ten years or more.

In an effort to play a more pro-active role in finding the whereabouts of the account holders of unclaimed deposits/inoperative accounts, the list of such accounts which are inoperative for ten years or more will be displayed on our Bank's website.

# 22. Basic Savings Bank Deposit Account (BSBDA)

The Bank offers the 'Basic Savings Bank Deposit Account', which has been considered as a normal banking service available to all

- a. This account shall not have the requirement of any minimum balance.
- b. The services available in the account will include deposit and withdrawal of cash at bank branch as well as ATMs; receipt / credit of money through electronic payment channels or by means of deposit / collection of cheques drawn by Central / State Government agencies and departments, as decided by the Bank from time to time.
- c. The 'Basic Savings Bank Deposit Account' would be subject to Bank's laid down guidelines on KYC for opening of accounts issued from time to time
- d. If such account is opened on the basis of simplified KYC norms, the account would additionally be treated as a 'Small Account' and would be subject to system restrictions on the account balance, credit summation and withdrawals/transfers.
- e. Holders of 'Basic Savings Bank Deposit Account' will not be eligible for opening any other savings bank deposit account in the Bank. If a customer has any other existing savings account in the Bank, he / she will be required to close it within 30 days from the date of opening a 'Basic Savings Bank Deposit Account.'

#### 23. Safe Deposit Lockers

The facility of Safe Deposit Lockers is an ancillary service offered by the Bank at select branches. The allotment of Safe Deposit Lockers will be subject to availability and compliance with other terms and conditions attached to the service. All existing as well as new customers may be given the facilities of safe deposit locker after complying with the customer due diligence criteria from time to time.

Safe deposit lockers may be hired by an individual (being not a minor) singly or jointly with another individual(s), HUFs, firms, limited companies, associates, societies, trusts etc.

Locker Allotment



The Locker can be booked through the Bank branches wherever the facility is offered and according to availability by following the necessary process at the Branch. Lockers will be allotted on first comefirst serve basis to existing and new customers as per Bank's KYC AML policy. The\_Bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment. Due diligence of KYC norms will be duly completed before allotment of lockers.

#### **Locker Rent**

Locker rent will be payable in advance on annual basis. In the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer. In order to ensure prompt payment of locker rent, the Bank shall allow customers to obtain a term deposit at the time of allotment which would cover three years' locker rent and break open charges in case of such eventuality. The Bank shall, however, not insist on such term deposits from existing locker holders or who have a satisfactory operative CASA account.

# **Nomination Facility and Settlement of Claims**

#### Nomination Facility:

Nomination facility is available to individual(s) holding the lockers singly or jointly. In respect of lockers held in joint names, up to two nominees can be appointed. Joint locker holders can give mandate for access to the lockers in the event of death of one of the holders on the lines similar to those for deposit accounts. In the absence of nomination or mandate for disposal of contents of lockers, with a view to avoid hardship to common persons, access may be given to one or more of the survivors by a clear survivorship clause or the Bank may facilitate access to legal heir(s) / legal representative of the deceased locker hirer. The Bank shall, however, as per RBI guidelines and in line with the Standard Operating Procedure for deceased claim settlement, ensure due care and caution before giving such access.

# Settlement of Claims in case of a death of a customer and access to articles in safe deposit lockers / return of safe custody articles:

In order to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominee, as also to verify the proof of death, the Bank shall follow detailed process documented under the Standard Operating Procedure for Deceased Claim Settlement. Bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) with reference to nomination, to the Bank's satisfaction.

# Closure and discharge of Locker items

This part refers to the breaking open of the locker in a manner other than through the normal access by the customer using her/his original key or password. Following are the scenarios under which the Bank can at its discretion break open the locker:

(i) if the hirer loses the key and requests for breaking open the locker at her /his cost; or

(ii) if the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the

lockers; or

- (iii) if the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.
- a) If the rent has not been paid by the customer for three years in a row. The bank shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her.
- b) If the locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the bank shall be at liberty to transfer the contents. of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.

All the above scenarios along with the process is covered in detail under the Standard Operating Procedure for Lockers.

### Security of the Locker room:

The Bank shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. Bank has a single defined point of entry and exit to the locker room/vault. The place where the lockers are housed is secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations. The fire hazard risks of the area will be minimized after due assessment. The Bank, as per their policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification. The entry / exit point of the strong room / areas where the lockers are housed are covered with CCTV footage, which will be stored for a period of 180 days.

#### Force Majeure, Liability of Bank and Compensation Policy

The Bank shall not be liable for any damage and / or loss of contents of lockers arising from natural calamities or Acts of God like earthquake, floods, lightning, thunderstorm, or any act that is attributable to the sole fault or negligence of the customer.

The Bank is responsible for any loss or damage to the contents of the lockers due to the Bank's negligence and will ensure due diligence in maintaining and operating their locker or safety deposit systems. The duty of care includes ensuring proper functioning of the locker system, exercising appropriate care to their locker systems to protect their premises from such catastrophes or incidents like fire, theft / burglary / robbery / dacoity / building collapse in the Bank's premises due to Bank's own shortcomings, negligence and by any act of omission/ commission. In instances, where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by the Bank's employee(s), the Bank's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker. Further, the Bank shall adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

In order to minimize the loss due to incidents like robbery, fire, natural calamities, loss during shifting / merger of branch, etc., affecting the contents of the lockers, the Bank has an insurance policy (branch insurance policy) covering the said incidents. The Bank does not keep record of contents of Locker placed by Locker Licensee/s (Customer) and would not be liable to insure the contents of the



Locker against any risk whatsoever.

# 24. Redressal of Complaints and Grievances

Depositors having any complaint / grievance with regard to services rendered by the Bank has a right to approach authority (ies) designated by the Bank for handling customer complaint / grievances. The details of the internal set up for redressal of complaints / grievances will be displayed in the branch and on its website. The bank officials shall provide all required information regarding procedure for lodging the complaint. In case the depositor does not get a response from the Bank within one month from date of complaint or he is not satisfied with the response received from the Bank, he has a right to approach Banking Ombudsman appointed by the Reserve Bank of India.

# 25. Frequent Dishonour of Cheques Policy

The Bank expects customer to maintain the financial discipline while operating the accounts. Customer must ensure that while issuing the cheques as also while making electronic fund transfer there is sufficient balance in the account to honour the payment. Dishonour of cheques is governed by the provisions of the Negotiable Instruments Act, 1881 whereas the Dishonour of Electronic fund transfer for insufficiency of funds in the account is governed by Section 25 of the Payment and Settlement System Act, 2007. In case of frequent dishonour of cheque of any value due to financial reasons the Bank may stipulate necessary standard operating procedures which inter alia include non-issuance of fresh cheque book, issuance of caution advice and finally terminating the banking relationship. At a periodic interval MIS on dishonored cheque will be presented to Internal Audit & Control Committee of the bank.

# 26. Schedule of Charges (SoC)

The Bank has stipulated schedule of charges for various services offered to customers. The schedule of charges will be provided to customers before offering any services. The schedule of charges is subject to revision from time to time. Necessary intimation would be made on the changes of the schedule of charges. The schedule of charges will be hosted on the website of the Bank and any changes thereto shall be suitably communicated in advance to the customers as per the extant RBI guidelines. The Schedule of Charges are approved by Business Head and Finance Head jointly and will be communicated to the customer as stipulated.

#### 27. Policy Revision

This policy is subject to revision based on the extant RBI guideline from time to time.

#### **ANNEXURE 1**

# FCNR (B) interest rate calculation and Framework:

The Interest Rate calculation in FCNR (B) Deposit is done by the Bank within the general guidelines issued by Reserve Bank of India (RBI) from time to time. RBI permits Banks to offer interest rates on FCNR (B) deposits using widely accepted 'Overnight Alternative Reference Rate (ARR) for the respective currency' with upward revision in the interest rates ceiling as summarized below:

- The Overnight Alternative Reference Rate for the respective currency /SWAP rates as on the last working day of the preceding month shall form the base for fixing ceiling rates for the interest rates offered effective in the following month.
- The interest rates ceiling on FCNR (B) deposits shall be as under.

Period of deposit	Ceiling rate
1 year to less than 3 years	Overnight Alternative Reference Rate for the respective currency / Swap plus 250 basis points
3 years and above up to and including 5	Overnight Alternative Reference Rate for the respective currency
years	/ Swap plus 350 basis points

• The Overnight Alternative Reference Rate for the respective currency / Swap rates quoted/displayed by Financial Benchmarks India Pvt. Ltd. (FBIL) shall be used as the reference for arriving at the interest rates on FCNR (B) deposits.

#### Annexure



https://www.idfcfirstbank.com/content/dam/idfcfirstbank/pdf/regulatory-disclosures/Annexure-for-GIFT-City.pdf