DIALOG FINANCE PLC				
Financial Customer Protection Framework	Document Number:		**Process Owners**	Customer Experience
	Version # 02	Version Date: 25 Feb 2025		

Policy Name: Financial Customer Protection Framework

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Reviewed and approved by

Version	Prepared by	Reviewed & recommended by	Approved by Board of Directors
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Version Tracking

This section tracks the history of updates made to this document

Version	Changes
1.0	**Initial Version**
2.0	**Amended to be in line with the Financial Customer protection Regulations issued in August 2023.** - **Roles and Responsibility of Board and Heads of Dept.** - **Internal controls** - **Accessibility** - **Infrastructure** - **Complaints handling** - **Fraud or misuse of customer assets** - **Protecting Customer data**

Glossary

This section tabulates the abbreviations used in this document,

BOD	Board of Directors
Company, DFP	Dialog Finance PLC
CBSL	Central Bank of Sri Lanka
Customer Protection Direction	Means the Finance Business Act Direction No. 1 of 2018 or as amended
Directions	Means the Directions issued to the Licensed Finance Companies by the Monetary Board from time to time in terms of the powers conferred by Section 12 of the Act
Framework	The Financial Customer Protection Policy Framework
Business Process Owner	Means the senior managers and/or managers of a particular business unit
Advertisement	Means and includes Hangers, Flyers, Television Advertising, Radio Advertising, Events, Roadshows, Newspaper Ads, Social Media Marketing and Purchased Online Ads
Website	Means the Dialog Finance Website
Key Facts Document	Is a standardized document either printed or in electronic form written in simple language
Business Place	Means the usual place of business of the Company
HORC	Head of Risk and Compliance
HOD	Heads of Dept.

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1. Introduction

The Customer Protection Framework is designed to ensure that customers' rights are safeguarded, and their interests are prioritized. It aims to provide clear guidelines for fair treatment, transparency, and accountability in all customer interactions. This framework ensures that customers are protected from unfair practices, receives timely and accurate information, and can access appropriate channels to resolve issues or disputes.

2. Existing Legal provision

In line with the revised Financial Customer Protection (FCP) Regulation issued on 9th August 2023 by the Monetary Board of the Central Bank, the Company has prepared this Framework to govern the implementation of the new provisions.

This updated Framework has been adopted to ensure that the Company carries out its business in full compliance with the new Customer Protection Direction, safeguarding the rights and interests of financial customers under the latest FCP regulations.

3. Scope

The HORC will ensure compliance to this framework and Business Process Owners are responsible to ensure that this framework forms a part of their business operations. The policy includes the following:

3.1. Disclosure and Transparency
Clear and accurate information about products and services must be provided by the company.
3.2. Customer Education and Awareness
Mechanisms to educate customers and raise awareness about the products or services.
3.3. Responsible Business Conduct
Clear procedures to ensure businesses act responsibly.
3.4. Complaint Handling and Redress
Clear methods to handle customer complaints and resolve issues.
3.5. Fair and Equitable Treatment
Customers must be treated fairly and equally by the company.
3.6. Protection of Customer Data and Privacy
The company must protect customer data and ensure privacy.
3.7. Monitoring Compliance
Delegation of authority to monitor and ensure compliance with the framework.
3.8. Implementation
Clear steps for implementing this framework across the company.

4. **Roles and Responsibilities**

Roles	Responsibilies
BOD	• Approving and overseeing financial consumer protection policies and ensuring they follow the regulations. • Systems and resources are in place for effective implementation of these policies. • Appointing a senior officer to oversee the financial consumer protection function and report to the Board • Employees, agents and third parties follow this policy and a monitoring mechanism is in place.
Manager Customer Experience	• Policies are coordinated across the business units for Compliance with regulations • Monitoring, evaluating and reporting on financial consumer protection activities, including complaint data and operational reports. • Agents and third parties (if any) adhere to the regulation • Identification of financial products and services that carry compliance risks on financial consumer protection and initiate actions to manage such risks • Ensuring deployment of staff who have sufficient knowledge and expertise in carrying out financial consumer protection activities. • Ensuring the provision of relevant training for employees, agents and third parties appointed by the Company, engaged with financial consumers on matters related to these Regulations, such as policies, procedures, systems, etc
HORC	• Responsible KMP and ensure compliance to the regulation • Identifying and managing risks related to financial products and services
HOD – HR	• Ensure employees, and third parties are trained on policies, procedures, and consumer protection.
HODs	• This framework is adhered to. • Maintain records of financial consumer protection activities. • Provide periodic reports on consumer protection to the appointed Key Management Personnel or the Board

5. Internal Controls

1. The Company will have effective internal controls to ensure that its financial consumer protection policies, procedures and systems are implemented throughout the business in compliance with these Regulations, and circulars, guidelines, codes of conduct issued hereunder and consistent with business strategy, including the risk profile and structures.
2. DFP will have proper mechanisms for identifying recording, monitoring, controlling and reporting issues relating to financial consumer protection.
3. DFP will have an effective complaint handling process in line with the said regulations.

6. Policies and Procedures

The Company has developed and implemented relevant policies and procedures to manage consumer protection regulations, such polices, and procedures are given below,

1. Product procedures
2. Complaint handling procedure
3. Information Security policy
4. End User Acceptable policy
5. Data privacy policy

7. Accessibility

The Company will ensure equal access to financial services for everyone, regardless of social status, physical ability, gender, age, religion, etc.

Further, the Company will ensure its website, social media and mobile application is always accessible to the public.

All necessary documents, Branch address, contact numbers and product information will be made available through the above channels.

8. Non-discrimination

DFP will not discriminate against customers based on social status, physical ability, gender, age, etc.

Special attention will be provided to elderly, disabled, low-income, and less financially literate customers to ensure equal access.

9. Infrastructure

The Company must comply with general laws that ensure accessibility such as facilitating differently abled and elderly financial consumers when constructing new buildings and physical infrastructure.

10. Signature Verification

10.1 The Company will ensure that the signature of the Customer including electronic means of signature is unambiguous and acceptable for verification purposes.

10.2 In the event, Thumbprint is provided by the Customer, it shall be treated equally to the conventional signature.

11. Web and Mobile application Accessibility

The Company's website and mobiles application will include the following,

- Content must be perceivable, operable, understandable, and robust.
    - Adjustable font size, color, and contrast.
    - Compatibility with screen readers.
    - Clear labeling or alternative text for web elements.
    - Adequate time to complete functions.

12. Information Accessibility

14.1 The company will provide documents in accessible formats upon request.
14.2 Customers can have assistance from someone authorized to act on their behalf (via letter of authority, power of attorney, etc.).
14.3 Adequate facilities for assistive technology and equipment must be provided.

13. Unfair Business practices

The company considers the following practices as unfair and is strictly avoided,

1. Will not engage in unfair business practices that is detrimental to the Consumer
2. Shall not engage in bad faith or negligently in providing financial products to consumers

14. Sales Practices

The company should practice sound sales practices during the sales process and have implemented the following,

a. Will have clear, fair procedures for selling products and services.
b. Staff will be knowledgeable and follow ethical sales practices
c. Avoid aggressive sales practices and reckless or negligent sale of unsuitable financial products.
d. Any conflicts of interest must be disclosed to consumers, especially in advisory roles.

15. Unfair Contract Terms

The contracts for consumers will be provided through the channel through the product is obtained and will be clear and concise.

Any changes to the terms and conditions will be notified to the customer via appropriate communication channels.

16. Fraud and Misuse of Consumer Assets

16.1. DFP will ensure that fraud and misuse of Consumer Assets are prevent through robust fraud risk management procedures including transaction monitoring.

16.2. Clear procedures are in place to resolve suspected cases of fraud or misuse on consumers' deposits and other assets.

17. Timely Response and Contact

DFP will ensure that,

a. respond promptly to consumer requests in the preferred language (Sinhala, Tamil, or English).
b. Keep records of site visits for recovery purposes (date, time, officers, consumer response).

18. Advertisement and Sales Promotion

The company will adopt the following when carrying Advertisements and Sales promotions,

- Promote financial products suitable for consumers' needs and capabilities.
- Avoid small footnotes or fine prints. Ensure they are readable and easy to understand.
- Advertisements does not contain misleading and false information or omitting important details for Customer's decision making.
- The Company be liable for the statements made in advertising and sales materials.
- Avoid exploiting consumers' vulnerabilities through marketing strategies.
- Advertisements will include the Company's contact information, credit rating (if available), and state that the provider is supervised by the Central Bank.

- **Sales Compensation**:
  - Employee or agent bonuses should not solely be based on sales targets but also consider responsible conduct and consumer interests.

19. Product Suitability and Design

DFP will ensure the following when product suitability and design is considered,

- **Gather Consumer Information**:
  - Collect details about the consumer to determine the suitability of financial products.
- **Assess Consumer's Ability**:
  - Ensure consumers can meet the terms and conditions of the products or services offered.
- **Avoid Over-indebtedness**:
  - Check the consumer's debt-to-income ratio to avoid them being over-indebted.
- **Suitability** :
  - Ensure the financial product is suitable for the consumer before entering into a contract.
- **Offer Suitable Products**:
  - Provide products that meet the varying needs, risk profiles, and interests of the target market.
- **No Misleading Changes**:
  - Do not alter or bundle products in ways that may disadvantage the consumer.
- **Fair Rates and Fees**:
  - Offer products with fair rates, fees, and prices that are consistent with market standards and regulatory requirements.

20. Sale or Transfer of Debt/Financial Product or Service actions:

1. **Notify affected consumer** about sale/transfer within a reasonable time.
2. **Inform consumer** of the remaining debt or outstanding position of the product/service.
3. **Provide payment details** and where payments should be made.
4. **Provide contact information** of the acquirer, purchaser, or transferee.

21. Conduct of an Agent or Third Party

1. **Formal Contract**: We will have a formal contract with all agents and third parties.
2. **Legal Responsibility**: Our company is legally responsible for the actions of agents and third parties.
3. **Due Diligence**: We will perform due diligence before hiring any agents or third parties.
4. **Performance Monitoring**: We will regularly monitor the performance of agents and third parties.
5. **Non-Disclosure Agreement**: We will ensure a non-disclosure agreement is in place with agents/third parties to protect consumer information.
6. **Details on Request**: We will provide consumers with details of our agents and third parties upon request, including their code of conduct.
7. **Code of Conduct**: Agents and third parties must adhere to a code of conduct that prohibits:
   - Harassment of consumers.
   - Unauthorized disclosure of consumer information.
   - Providing false or misleading information.

- Undue influence to purchase our services/products

22. Debt Recovery

1. **Transparency and Fairness**: Debt recovery processes will be transparent, courteous, and fair, free from undue pressure, intimidation, harassment, humiliation, or threats.
2. **Foreclosure Sales**: Sales proceeds from foreclosure assets will be applied immediately to recover the credit facility.
    - Consumers will be informed and refunded any balance (subject to applicable laws).
    - A report on the sale of collateral will be provided, including the process, sales proceeds, incidental expenses, and net proceeds.
3. **Prohibited Practices**: The company will not engage in:
    - **Contacting third parties** (friends, employer, relatives, neighbors) for information unless:
        - They are a loan guarantor.
        - They are nominated by the consumer.
    - **Requiring third parties** to pay off the debt, except where they are a guarantor.
    - **Excessive communication** beyond what is reasonable in the circumstances.
    - **Disclosing debt existence** to third parties (including friends/family).
    - **Misrepresentation** of debt details, amount owed, or legal rights.
    - **Public shaming**.
    - **Contacting the workplace** for repayment without prior consent of the consumer.
    - **Threatening harm** or actually harming any person.
    - **Threatening or seizing property** not provided as collateral.
    - **Damaging property** or threatening to do so.
    - **Making contact** with consumers between 9:00 pm and 6:00 am for debt recovery.

23. Free Market

1. **Market Access**:
    - We will not engage in exclusive arrangements with agents or merchants that hinder market access for other financial service providers.
    - We will ensure our systems are open and interoperable.
2. **Transparency and Disclosure**:
    - We will display the following information in a prominent position at our business locations:
        - Business license, registration, or appointment from the Central Bank.
        - Latest audited financial statements.
        - Credit rating and underlying specifications.
        - Key contact details for handling complaints.
        - Business hours and holiday notices.
3. **Public Information**:
    - We will publish the following on our official website and display it at business locations:
        - Latest annual effective and nominal interest rates for deposits and loans.
        - Details of fees, commissions, and any other applicable charges with effective dates.

24. Financial Consumer Education and Awareness

1. **Financial Education Programs**:
    - We will develop procedures to implement financial education and awareness programs, either independently or in partnership with industry associations or financial literacy-promoting agencies (including the Central Bank).
2. **Educational Tools**:
    - We will use various tools for financial education, including:
        - Printed brochures, flyers, and booklets.
        - Posters and videos.
        - Presentations and interactive loan calculators.
        - Key educational messages.
3. **Legal Education**:
    - We will educate consumers on the legal provisions related to our financial products and services.
4. **Warnings on Over-Indebtedness**:
    - We will provide specific warnings to consumers about over-indebtedness, the risks of multiple borrowing, and late repayments.
    - We will focus on vulnerable groups through targeted financial education and awareness programs

25. Official Website

- We will maintain an official website and ensure its content is regularly updated to provide adequate disclosure and transparency about our business activities, products, and services.

26. Clear and Accurate Information:

- We will disclose and provide all relevant information and documents at any stage of a contract in a complete, clear, concise, accurate, and timely manner.
- Information will be provided in the language preferred by the consumer (Sinhala, Tamil, or English).
- We will explain the salient features of the information to the financial consumer.

27. Provision of Legal Documents:

- We will provide copies of the offer letter, agreement, and other relevant legal documents to the consumer:
    - At the time of execution or within a reasonable time frame.
    - Attention will be given to any perfection requirements as per applicable laws.

28. Information on Financial Products and Services:

1. **Accurate and Clear Information**:
    - We will provide accurate and non-misleading information in all advertisements, marketing materials, or any materials related to our products or services.
2. **Language Preference**:
    - Information will be provided in plain and easy-to-understand language, in Sinhala, Tamil, or English, as preferred by the consumer.
3. **Written Communication**:
    - Written communication will be in a readable font, size, and layout.
    - It will highlight key features such as:
        - Annual Effective Rate of Interest (AER),
        - Loan tenor,
        - Fees and charges,
        - Main risks.
4. **Provision of Documents**:
    - We will provide documents (e.g., Key Fact Documents, offer letters, agreements, receipts, statements) in writing, including via electronic means.
5. **Clarifications**:
    - We will provide clarifications if consumers have any questions regarding the information provided.
6. **Written Confirmation**:
    - We will obtain written confirmation from consumers that they have received, understood, and had the details of the products and services explained to them before accepting any offer.
7. **Advance Notice of Changes**:
    - We will notify affected consumers at least 30 calendar days in advance of any changes to the services we provide.
8. **Clear Digital Communication**:
    - Information will be clearly conveyed through digital channels:
        - Key information will be prominently displayed with secondary details available.
        - Offline channels will be available for further inquiries.
        - We will ensure clear flow and order of information on mobile platforms for better understanding.
        - Pricing and key terms will be disclosed before completing any digital transaction.
        - Our mobile apps and channels will have user-friendly interfaces with strong security features.

29. Key Facts Document:

1. **Availability of Key Facts Document**:
    - We will provide a standardized "Key Facts Document" for our products/services in printed or electronic form.
    - The document will be written in simple language and available in Sinhala, Tamil, and English.
    - It will be accessible to prospective consumers and displayed on our corporate website.
2. **Content for Loan Products**:
    - The document will include:
        - Key features such as product nature, annual effective rate of interest, penalties, fees, and commissions.
        - Procedures to obtain the product/service.
        - Main terms and conditions.
        - Complaint handling procedure.
3. **Content for Deposit Products**:
    - The document will include:
        - Key features such as product nature, annual effective interest rate, benefits, incentives, and promotions.
        - Minimum balance requirements, account opening, maintenance, and closure fees, and deposit insurance coverage.
        - Restrictions on opening, closing, premature withdrawals, transferring funds, and policies on dormant accounts and abandoned properties.
        - Complaint handling procedure.
        - Procedures for unauthorized or mistaken transactions.

30. Disclosure of Terms and Conditions:

1. **Disclosure in Contractual Documents**:
    - All terms and conditions relevant to financial products/services will be disclosed in the contractual documents.
2. **Key Information to be Disclosed**:
    - **Rights and responsibilities** of the financial consumer.
    - **Rights and responsibilities** of the company.
    - **Interest rates, costs, commissions, fees, and charges** for the product/service.
    - **Notification of changes** to the contract (If any)
    - **Penalties and remedies** in case of contract breach.
    - **Contact information** for financial consumer services.
    - **Terms and conditions** that may lead to contract termination.
    - **Cancellation/termination and portability procedures** for products/services.
    - **Compensation, charges, and penalties** for premature withdrawal, termination, early settlement, or switching products/services.
    - **Complaints procedure** and contact details for resolution, including the Financial Ombudsman and Central Bank.

- **Rules for reporting suspicious transactions** and above-threshold transactions to the Financial Intelligence Unit.
- **Reporting procedures for stolen cards/financial instruments** and liability acceptance by both parties.
- **Disclosure of consumer information** to legally authorized parties.

31. Information on Credit Facilities:

1. **Application/Offer Letter/Agreement**:
   - We will provide an application, offer letter, or agreement to the consumer, which will include the following basic information:
     - **Name of the borrower**.
     - **Contract number (loan reference number)**.
     - **Amount granted**.
     - **Date granted** and **credit repayment period**.
     - **Annual Effective Rate of Interest** and whether it is fixed or floating.
     - If floating, the **benchmark rate** and **frequency of rate revision**.
     - **Repayment schedule** and **frequency of installments** (e.g., daily, weekly, monthly).
     - **Details of security/collateral** offered.
     - **Breakdown of additional charges** such as insurance, valuation, registration, etc. (if applicable).
     - **Penal interest rate** in case of delayed payment.
     - **Recovery procedure** for default payments, including costs involved in repossession and consumer actions post-repossession.
     - **Liability of parties** in the event of unauthorized transactions or fraud.
     - **Consequences and costs** for using a credit instrument with insufficient funds.
     - **Terms and conditions** for any bundled financial products or services sold with the credit facility.
     - **Conditions for early settlement** by the financial consumer.

32. Provision of Account Statements:

1. **Periodic Statements**:
   - We will provide consumers with periodic statements for every account we operate for them.
   - Statements will be provided **free of charge**, either in written or electronic form, or in the manner agreed upon during the contract.
2. **Closing Statement**:
   - A closing statement will be provided when the contract is terminated or concluded.
3. **Account Balance Information**:
   - We will provide account balance information upon request from the financial consumer.
4. **Frequency of Statements**:
   - The frequency of statement issuance will depend on the type of financial product/service, its term, and the type of clientele.

5. **Content of Statements**:
    - Statements will include the following, as applicable:
        - **All transactions** (date, type, amount).
        - **Opening and closing balances**.
        - **Due date**.
        - **Amount due/payable**.
        - **Annual Effective Rate of Interest**.
        - **Fees and penalties** (rate or percentage).

33. Settlement of Obligation:

1. **Written Declaration of Full Settlement**:
    - We will provide a written declaration to the financial consumer confirming the full settlement of their financial obligation.
2. **Release of Collateral Documents**:
    - After the full settlement of the obligation, we will release any documents related to the property used as collateral within **seven (7) working days**.

34. Information on Deposit Accounts:

1. **Account Balance Information**:
    - We will provide the financial consumer with the balance of their account in an appropriate mode and frequency.
2. **Annual Effective Interest Rate**:
    - We will disclose the applicable **annual effective interest rate**, yield rate, or profit-sharing ratio.
3. **Charges and Fees**:
    - We will inform the consumer about **charges or fees** for account opening and maintaining minimum balances.
4. **Account Maintenance Fees**:
    - We will clearly state any **account maintenance fees**.
5. **Confidentiality of Account Information**:
    - Financial consumers are responsible for keeping their **account access information confidential**, including PINs and passwords.
6. **Account Functionality Limitations**:
    - We will inform consumers about any **limitations on account functionality**, such as the number of free withdrawals or transactions allowed.
7. **Term Deposits Renewal Notice**:
    - For **term deposits**, we will provide a **renewal notice** before the maturity date.
8. **Deposit Insurance**:
    - We will disclose the **availability and coverage of deposit insurance**.
9. **Closing Account Procedures**:
    - We will inform the consumer about the **procedures and costs** for closing the account.
10. **Inactive or Dormant Accounts**:

- We will explain the **conditions for an account to be classified as inactive or dormant**, and the **consequences** of an account becoming inactive.

35. Notification of Changes in Terms and Conditions:

- Notify the consumer in writing before making any changes to the agreed terms and conditions.
- Changes include:
  - **Interest rate changes** (annual effective rate) on any account.
  - **Non-interest charges** applied to any account.
  - **Key product/service changes** such as:
    - Cancellation procedures
    - Prepayment of loans
    - Transfer of loan servicing
- Notify the financial consumer when their account becomes **inactive** or **dormant**.

36. **Complaint Handling and Redress Mechanism**

36.1 Procedures:

The company maintains,

- **Clear written procedures** for handling complaints and grievances:
  - Ensure **fair resolution**, **redress**, and **compensation** for consumers.
  - Retain records of all complaints and resolutions.
- **Independent complaint handling mechanism/unit**:
  - Separate from other business units.
  - Supervised by **Key Management Personnel**.
- **Root cause analysis** on complaint data:
  - Use the analysis to **improve financial products** and services.
  - Part of the duties of the **risk management committee** or relevant committee overseeing operational risks.

36.2 Complaint Handling Procedure

DFP compliant handling procedure will cover the following areas,

- **Multiple channels for receiving complaints**:
  - Include help desk assistance, telephone numbers, dedicated email/postal addresses, and online web forms.
- **Free, fair, accessible, transparent, and independent** mechanism:
  - Ensure it is independent from business operations.
- **Acknowledgment of complaints**:
  - Acknowledge the complaint in writing within a reasonable time (preferably within **5 working days**).
  - Include contact details of the officer(s) handling the complaint.
- **Assign an officer** in each branch/office/outlet:

  - Responsible for coordinating complaints.
- **Maintain records of all complaints**:
  - Keep a record for future reference and tracking purposes.

36.3 Transparency of Complaint Handling Procedure

 Provide complaint handling information:

- Include complaint handling mechanisms in contractual documents.
- Publish complaint handling procedure on the official website and in pamphlets, posters, etc.
- Indicate the latest modification date of the complaint handling procedure.

 Information to be included:

- Available channels for submitting complaints (contact details).
- Timeline for resolving complaints.
- Responsibility of the complainant at each stage.
- Obligations of the Financial Service Provider.
- Escalation process if the complainant is not satisfied.
- Details of alternative dispute resolution mechanisms (e.g., Financial Ombudsman of Sri Lanka, Central Bank).

36.4. Conflict of Interests:

- **Avoid conflicts of interest**:
  - Ensure there are no conflicts when handling complaints from customers.
- **Officer involvement restrictions**:
  - An officer should not handle a complaint if they are directly involved with the complaint, its complainant, or have any interest in the matter.
  - Officers should not process complaints if they are a supervisor of the involved parties.

36.5 Timeframe for Resolving Complaints:

 Complaint Resolution Timeframe:

- Complaints will be resolved within **21 calendar days** after receipt.
- If not resolved within 21 days, notify the complainant with reasons and extend the resolution time up to **3 months**.

 Urgent Complaints:

- Complaints needing urgent attention should be resolved as quickly as possible, considering the impact and risk to both the company and the consumer.

 Unable to provide Redress for a Complaint:

- If the complaint cannot be resolved, the Company must explain the situation to the complainant within the **21-day** timeframe.

37. Safeguarding Financial Consumer Assets:

- **Liability for Loss**:
  - The company is liable for consumer losses due to fraud, misappropriation, or misuse of assets, unless the loss is due to consumer negligence or fraudulent behavior.
- **Disciplinary Actions**:
  - The company will take disciplinary actions against employees involved in fraud or misuse of consumer assets and report such incidents to the Central Bank.
- **Awareness on Fraud**:
  - Continuously raise awareness about fraudulent practices and inform consumers of their responsibilities to safeguard their assets.
- **Data Accuracy**:
  - Require consumers to regularly update their records to ensure accurate data and better protection.
- **Convenient Update Process**:
  - Provide a simple way for consumers to make the necessary updates to their records

38. **Confidentiality of Consumer Information**:

- Ensure that all personal information of financial consumers is kept confidential.

 Data Security:

- Implement appropriate security measures to protect personal information from unauthorized access, loss, or misuse.

 Integrity of Data:

- Ensure the accuracy, consistency, and reliability of the personal information stored.

 Employee Access Control:

- Limit access to personal information to authorized personnel only, based on their role and responsibility.

 Data Retention Policy:

- Retain personal information only for as long as necessary to fulfill the purpose for which it was collected, in line with relevant regulations.

- **Consumer Rights**:

  - Provide Customers the ability to access and correct their personal information upon request.

- **Compliance with Regulations**:

  - Comply with all legal and regulatory requirements regarding the confidentiality and security of consumer data.

39. Protection of Financial Consumer Personal Information:

The Company has implemented the following data protection measures,

- **Security and Control Measures**:

  - Implement appropriate measures to protect financial consumers' personal information.

- **Data Retention**:

  - Retain financial consumers' personal information for at least six years from contract termination/expiration, unless required by law.

- **Sharing Personal Information**:

  - Do not share personal information with third parties, except with the consumer's consent or as required by law.

- **Retention of Key Documents**:

  - Retain key information, contractual documents, and transaction history for a minimum of six years after contract termination/expiration.

- **Source Document Retention**:

  - Retain source documents for at least six years from the transaction date, unless required by law to retain for a longer period.

40. Collection and Use of Data:

 Lawful and Fair Collection:

- Collect financial consumer's personal information within legal limits and for the required purposes.

 Procedures:

- Maintaining a procedure for collecting and using personal information, ensuring compliance with applicable laws and regulations.

 Compliance with Laws:

- Ensure personal information is collected, retained, and used in compliance with applicable laws, including anti-money laundering and data protection regulations.

 Data Privacy and Confidentiality:

- Follow data privacy rules, using consumer data only for the purpose it was collected for.

 Use of Personal Information:

- Use consumer's personal information:
  - For the original purpose it was collected for, or
  - With informed consent, or
  - As required by law.

 Privacy Rights for Special Needs:

- Consumers with disabilities (special needs) have the right to maintain their privacy.

 Use of Disability Information:

- Do not use information related to disability or special needs for any purpose other than to support or protect the customers' rights.

 Confidentiality of Disability Information:

- Do not disclose information about a financial consumer's disability or health status to others without their prior consent.

41. Sharing of Customer Information:

 No Sharing for Marketing:

- The company will not share financial consumer information with third parties for marketing, promotion, or advertisement purposes.

 Exceptions for Sharing Information:

- Information can be shared if:
  - It is for the purpose it was originally collected for, and the consumer reasonably expects it.
  - The financial consumer gives informed consent.
  - It is required or permitted by law, a court order, or regulations.

43. Financial Consumers' Right to Access and Rectify their Personal Information:

- **Access to Personal Information**:
  - Upon request, the company will provide financial consumers with access to their personal information, unless prohibited by law.
  - The information will be provided in:
    - A format that is easy to understand.
    - A reasonable time frame.
    - At minimal or no cost to the financial consumer.
- **Correcting Inaccurate Information**:
  - If a financial consumer claims that their personal data is inaccurate or incomplete, the company will:
    - Review the claim within a reasonable time.
    - Correct the information.

42. Applicability:

This policy will be applicable to all employees and agents of the Company.

43. Policy review:

This policy will be reviewed on a bi-annual basis or as and when required. The manager Customer Experience will be the custodian of this policy and will carry out the necessary reviews in line with the regulations.

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