Appointment of “Internal Ombudsman (IO)”
For Redressal of Customer Grievance

Internal Ombudsman (Chief Customer Service Officer)

The Internal Ombudsman (Chief Customer Service Officer) has been appointed by the Bank with objective of enabling customers of the Bank to access an independent arbitrator for their complaints, when they are not satisfied with the resolution provided by the Bank. The appointment of IO shall further strengthen the internal Grievance Redressal mechanism of the Bank.

Procedure for approaching “Internal Ombudsman”:

The customer before making a complaint to IO should make a representation to the Bank. In case the customer is not satisfied with the reply given by the Bank or the Bank has rejected the complaint or the Bank has failed to respond within a month of the representation, the customer can approach/appeal to IO. The IO shall ensure that as far as possible, the grievances are settled through internal redressal mechanism.

Procedure for approaching Banking Ombudsman:

The customer can approach the Banking Ombudsman (appointed by Reserve Bank of India) of the relevant jurisdiction if the IO fails to respond within a month of the representation or if the customer is not satisfied with the resolution given by the IO.

The Contact details of IO are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Shri S. S. Ghugre</th>
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<tbody>
<tr>
<td>Designation</td>
<td>Internal Ombudsman</td>
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<tr>
<td>Office Address</td>
<td>Dena Bank</td>
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<td></td>
<td>Dena Corporate Centre</td>
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<td>C-10, G- Block,</td>
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<td></td>
<td>BandraKurla Complex,</td>
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<td></td>
<td>Bandr East,</td>
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<td></td>
<td>Mumbai 400051</td>
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<tr>
<td>Telephone</td>
<td>022-26545665</td>
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<tr>
<td>Email ID</td>
<td><a href="mailto:io@denabank.co.in">io@denabank.co.in</a></td>
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</tbody>
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Internal Ombudsman Scheme

INTRODUCTION:-
In terms of Damodaran Committee recommendation, the Internal Ombudsman (IO) system is introduced with the objective of enabling resolutions of complaints relating to certain services rendered by the Bank with intention to facilitate the satisfaction or settlement of such complaints. The Internal Ombudsman of the Bank will strengthen the grievance redressal mechanism and will help to reduce the complaints being escalated to Banking Ombudsman.

In view of the above, Dena Bank has appointed Shri S.S.Ghugre as Chief Customer Service Officer (CCSO). His Office address and Telephone numbers are given below:-

Shri S.S. Ghugre
Internal Ombudsman (IO)/
Chief Customer Service Officer (CCSO)
Dena Bank,
Dena Corporate Centre, 6th floor,
C-10, G-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051
Tel. - (022) 26545665
Email: io@denabank.co.in

1. Scope of the Internal Ombudsman(IO) system:-

The Internal Ombudsman system shall be in force with effect from **01.01.2015** and shall apply to all complaints received and unresolved as on date and to future complaints that may not be resolved satisfactorily by the Internal Grievance Redressal Machinery of the bank.

1.1 The scope of work of IO will be limited to the resolution of complaints related to the deficiencies in certain banking services on which complaints are presently received under RBI Banking Ombudsman Scheme.

1.2 The IO will receive and consider appeal / complaint from the customer relating to the deficiencies in the banking or other services provided by the branches.

1.3 The person aggrieved with Banking Services as hitherto will have to address his complaint first to the Bank and if within 30 days does not receive a reply or is unsatisfied with the reply, he can appeal to IO of the Bank.

1.4 The IO shall receive and consider Appeal/complaints from customer relating to the deficiencies in banking or other services and facilitate their satisfaction or settlement by agreement or through conciliation and mediation between the Bank and the aggrieved parties or by passing an Award in accordance with the Scheme.

1.5 The IO shall exercise general powers of superintendence and control over his Office and shall be responsible for the conduct of business threat and will deal with complaints involving compensation demanded by aggrieved parties not exceeding Rs. Five Lacs.

1.6 The IO may promote a settlement between the complainant and the Bank through conciliation. If a complaint is not settled by agreement within 30 days from the date of receipt of the complaint or such further period as the IO may allow the parties, he may, after
permitting the parties a reasonable opportunity to present their case, pass an Award or reject the complaint.

1.7 Any person aggrieved by an Award passed or rejection of complaint by IO, may within 30 days of the date of receipt of communication of Award or rejection of complaint, prefer an appeal before the Appellate Authority, i.e., Banking Ombudsman.

2. Definitions:-

2.1 ‘Bank’ means Dena Bank constituted under The Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Registered Office at Dena Bank, Dena Corporate Center, C-10, “G” Block, BandraKurla Complex, Mumbai – 400 051.

2.2 ‘Complainant’ means a customer of the bank.

2.3 ‘Complaint’ means any allegation in writing made by a complainant that the services availed or agreed to be availed of by him suffer from deficiency in any respect.

2.4 ‘Deficiency in Services’ means any fault, imperfection, shortcoming, or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or under the rules, regulations and directions of Reserve Bank of India for the time being in force or under the Code of Bank’s Commitment to Customers or under any other Voluntary Code or policies adopted by the Bank in relation to provision of services and redressal of deficiency in relation to those services provided by the Bank to the customers.

2.5 ‘Internal Grievance Machinery’ means the Bank’s existing grievance resolution structure and system for handling customer complaints, for setting the context of its role under the IO System.

2.6 ‘Settlement Agreement’ means an agreement entered between the Bank and the Complainant in full and final settlement of the Complaint and duly authenticated by the IO.

3. Procedure for filing complaint with Internal Ombudsman:-

3.1 A consumer may file a complaint in relation to any deficiency of service with the IO, if

3.1.1 His complaint under the Internal Grievance Machinery of the Bank remains pending or not resolved to his satisfaction even after expiry of 30 days from the date of his representation to the Customer Service Cell of the Bank; and

3.1.2 The Complainant has not taken recourse to any other legal remedy before the Banking Ombudsman or consumer forum or civil court or any other adjudicating authority; and

3.1.3 The Complaint does not relate to services provided more than two years ago.

3.2 The complaint will be accepted by the IO if:-

3.2.1 the complainant had, before making a complaint to the IO, made a written representation to the bank and the bank had rejected the complaint or the complainant had not received any reply within a period of 30 days after the bank received his representation or the complainant is not satisfied with the reply given to him by the bank;

3.2.2 the complaint is made not later than one year after the complainant has received the reply of the bank to his representation or, where no reply is received, not later than one year and one month after the date of the representation to the bank;

3.2.3 the complaint is not in respect of the same cause of action which was settled or dealt with on merits by the IO in any previous proceedings whether or not received from the same complainant or along with one or more complainants or one or more of the parties concerned with the cause of action;
3.2.4 the complaint does not pertain to the same cause of action, for which any proceedings before any court, tribunal or arbitrator or any other forum is pending or a decree or Award or order has been passed by any such court, tribunal, arbitrator or forum;
3.2.5 the complaint is not frivolous or vexatious in nature; and
3.2.6 the complaint is made before the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963 for such claims.
3.3 Any person who has a grievance against the Bank on any one or more of the grounds mentioned in Grounds for complaint of the Scheme may, himself or through his authorised representative (other than an advocate), make a complaint to the IO.
3.4 The complaint in writing shall be duly signed by the complainant or his authorized representative and shall be, as far as possible, in the form specified in Appendix – 1 or as near as thereto as circumstances admit, stating clearly:
3.4.1 The name, address, telephone and e-mail ID of the complainant,
3.4.2 The name and address of the branch / office against which the complaint is made,
3.4.3 The facts giving rise to the complaint, nature of deficiency
3.4.4 The nature and extent of the loss caused to the complainant, and
3.4.5 The relief sought for
3.4.5.1 The complainant shall file along with the complaint, copies of the documents, if any, which he proposes to rely upon.
3.4.5.2 A complaint made through electronic means shall also be accepted by the IO and a print out of such complaint shall be taken on the record of the IO.
3.4.5.3 The IO shall also entertain complaints received by Central Government or Reserve Bank of India or any other Government Authorities and forwarded to him for disposal.
3.5 An indicative list of grounds of complaints along with Exclusions thereof, on which aggrieved consumers can approach the IO, is given in the Appendix - 2.

4. Power to call for Information:-
4.1 The IO may call for any information or any certified copies of the document relating to the complaint from the concerned Branch / Zonal Office /Field General Manager Office / Head Office.
4.2 The IO shall maintain confidentiality of any information or document that may come into his knowledge or possession in the course of discharging his duties and shall not disclose such information or document to any person except with the consent of the person furnishing such information or document.
Provided that nothing in this clause shall prevent the IO from disclosing information or document furnished by a party in a complaint to the other party or parties to the extent considered by him to be reasonably required to comply with any legal requirement or the Principles of Natural Justice and fair play in the proceedings.

5. Settlement of Complaint by Agreement :-
5.1 As soon as it may be practicable to do, the IO shall send a copy of the complaint to the branch and endeavor to promote a settlement of the complaint by agreement between the complainant and the bank through conciliation or mediation.
5.2 The IO will frame the terms of the possible settlement and seek the views of the Bank and then the complainant.
5.3 Where it appears to the IO that there exist elements of a settlement which may be acceptable to the Bank as well as the consumer, he shall formulate the terms of the possible settlement and submit them to the parties for their observations.
5.4 If the parties reach settlement on such terms formulated or reformulated, the IO would draw a Settlement Agreement and advise the parties to sign the same.

6. Award by the Internal Ombudsman:-
6.1 If a complaint is not settled by agreement within a period of one month from the date of receipt of the complaint or such further period as the IO may allow the parties, he may, after affording the parties a reasonable opportunity to present their case, pass an Award or reject the complaint.
6.2 The IO shall take into account the evidence placed before him by the parties, the principles of banking law and practice, directions, instructions and guidelines issued by the Bank / Reserve Bank of India from time to time and such other factors which in his opinion are relevant to the complaint.
6.3 The award shall state briefly the reasons for passing the award.
6.4 The Award passed shall contain the direction/s, if any, to the branch for specific performance of its obligations and in addition to or otherwise, the amount, if any, to be paid by the branch to the complainant by way of compensation for any loss suffered by the complainant, arising directly out of the act or omission of the branch.
6.5 Notwithstanding anything contained in sub-clause 6.4, the IO shall not have the power to pass an award directing payment of an amount which is more than the actual loss suffered by the complainant as a direct consequence of the act of omission or commission of the bank, or Rs. Five Lacs, whichever is less.
6.6 In case of complaints, arising out of credit card operations, the IO may also award compensation not exceeding Rs. Ten Thousand to the complainant, taking into account the loss of the complainant's time, expenses incurred by the complainant, harassment and mental anguish suffered by the complainant.
6.7 A copy of the Award shall be sent to the complainant and the concerned Branch / Zonal Office / Field General Manager's Office / Head Office.
6.8 An award shall lapse and be of no effect unless the complainant furnishes to the Branch within a period of 30 days from the date of receipt of copy of the Award, a letter of acceptance of the Award in full and final settlement of his claim. Provided that no such acceptance may be furnished by the complainant if he has filed an appeal before the Appellate Authority (Banking Ombudsman).
6.9 The bank shall, unless it has preferred an appeal before the Appellate Authority (Banking Ombudsman), within one month from the date of receipt by it of the acceptance in writing of the Award by the complainant referred in Appendix - 2, comply with the Award and intimate compliance to the Banking Ombudsman.

7. Rejection of the Complaint:-
The IO may reject a complaint at any stage if it appears to him that the complaint made is:
7.1 not on the grounds of complaint referred in Appendix - 2; or
7.2 beyond the pecuniary jurisdiction of IO prescribed under clause 6.5 and 6.6 or
7.3 requiring consideration of elaborate documentary and oral evidence and the proceedings before the IO are not appropriate for adjudication of such complaint; or
7.4 without any sufficient cause; or
7.5 that it is not pursued by the complainant with reasonable diligence; or
7.6 in the opinion of the IO there is no loss or damage or inconvenience caused to the complainant.
8. Time frame for settlement:
8.1 Rejection of complaint as per Point no.7 will be communicated by IO within 15 days of receipt of complaint from the complainant.
8.2 Settlement of complaint as per Point no. 5 will be completed within a period of 30 days from the date of receipt of complaint from the complainant.
8.3 For any specific reason, for collection of documents or information if additional time is required, IO will communicate the requirements of such additional period which is justifiable for arriving at a decision.

9. Display of the Salient Features of the scheme:
9.1 The Bank shall ensure that the purpose of the scheme and the contact details of the IO to whom the complaints are to be made by the aggrieved party are displayed prominently in all branches of the bank.
9.2 The Bank shall ensure that a copy of the scheme is available with the designated officer of the bank for perusal in the office premises of the Bank, if anyone, desires to do so and notice about the availability of the Scheme shall be displayed on the Notice Board and a copy of the Scheme shall be placed on Bank’s website.
9.3 Zonal Manager shall appoint Nodal Officer at Zonal Office for Customer Service in the Zone. Nodal Officer appointed at Zonal Office shall be responsible for representing the Bank and furnishing information to the IO in respect of complaints filed against the Bank.