



FAIR PRACTICES CODE

1. Integrity & Ethical Behavior

Core Principle: The customers of Vaya will be treated with utmost respect and dignity. All the interactions with customers will be open, fair and ethical.

Vaya has board approved policies and operating guidelines to treat customers with fairness and dignity. All the staff joining Vaya will have to mandatorily accept and sign the code of conduct defined and approved by the board of Vaya.

Vaya incorporates transparent and professional governance system to ensure that the staff are oriented to put this code into practice. Every staff whose role involves customer interaction will be adequately trained on the Code of Conduct and acceptable customer interaction practices.

Staff must use courteous language while interacting with the customers. They should understand and respect the cultural sensitivities while interacting with the customers

Vaya has a defined collection policy which emphasizes on the recovery practices. Under no circumstances does the employee follow any coercive methods for recovery of the dues.

2. Transparency

Core Values: Vaya will always provide complete and accurate information to the customers regarding all products and services offered. Vaya will strive to create awareness and enable customers and all other stakeholders to understand the information provided with respect to financial services offered and availed.

All communication made to the customers will be in the local vernacular language or in a language that is understood by the customer. This applies to all the collaterals used, training material, application form, loan documents & receipts.

A statement shall be made in vernacular language and displayed at Vaya premises and in loan cards articulating that Vaya is committed to transparency and fair lending practices.

Vaya discloses all terms and conditions to the customer for all services offered in form and manner that is understandable by customers. All such disclosures will be made prior to the disbursement in accordance with the Reserve Bank of India's (RBI) Fair Practice Code, through the following documents:

- A. Individual Sanction Letter
- B. Loan Card
- C. Loan Schedule
- D. Passbook

In addition to the written communication, disclosures have to be made at every stage defined for communicating the information to the customer. The following sections on each stage of customer acquisition and disbursement explain the information that needs to be shared with the customer -

2.1. Prior to Loan Application

POWERING ASPIRATIONS

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The first interaction with the potential customers and the residents of that locality happens during the Village Introductory Meeting (VIM). All the village introductory meetings are conducted by at least two employees of the branch of them one has to be the branch manager or a senior Sanghamitra.

Entire field staff is trained on how to conduct Village Introductory Meeting and the content to be spoken during the meeting. Staff not trained to conduct VIM will not conduct any Village Introductory meeting under any circumstances.

The second interaction with the customers happens during the EGT and GET. The field staff will communicate transparently all the information related to company, product and processes. During all these stages the customer has every right ask for any additional information that would impact her decisions. All such information has to be shared without any hesitation.

The following are broad indicative information that has to be shared with the customers at every stage of customer interaction before loan disbursement -

- Details about the company – location, founders and top management, areas of operation and number of customers
- Details of the product offered - all the features, benefits, terms/conditions and pricing of the products and services of Vaya including all fees, charges and interest rate on an annual declining basis
- Procedure for availing products/services – Including eligibility criteria, joint liability, group-center structure and norms related to center meetings

2.2. Loan Application

- Vaya will take adequate steps to ensure the procedure for application of loan is not cumbersome; the application form is simple and as short as possible. The loan application will be designed in vernacular language to ensure the customers understand the content of the application. The Field staff will put in effort to explain all the content of the application form and clarify and doubts related to the application.
- Loan application forms will contain all necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other lenders can be made and informed decision can be taken by the borrower. The loan application form should indicate the documents required to be submitted with the application form.
- Vaya staff shall provide acknowledgement for receipt of all loan applications. Preferably, the time frame within which loan applications will be disposed of should also be indicated in the acknowledgement.
- The effective rate of interest charged on each loan products, fees and other charges should be prominently mentioned in the terms and conditions of the application form and also displayed in all branches, regional & head office, in the vernacular collateral document issued (pamphlets, posters, brochures etc) and is also displayed on the website.
- The following information is mentioned in the loan application
 - Name of the principal bank who is lending through Vaya in BC model
 - All the terms and conditions of the loan
 - The processing fee charged & any other charges or fees charged
 - The effective rate of interest charged
 - That there will be no penalty charged on delayed payment,
 - No Security Deposit / Margin is being collected from the customer,

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- The moratorium between the grant of the loan and the due date of the repayment of the first installment is equal or more than the frequency of repayment,
- An assurance that the privacy of borrower data will be respected,
- Information which adequately identifies the borrower ,
- Acknowledgements by the NBFC-MFI of all repayments including installments received and the final discharge, and
- The grievance redressal system and the toll-free customer care helpline number printed on the loan card and displayed at branches.

2.3. Loan Appraisal

- All sanctioning and disbursement of loans should be done only at a central location - branch premises - and more than one individual should be involved in this function. In addition, there should be close supervision of the disbursement activity.
- Vaya shall share in writing to the borrower in the vernacular language as understood by the borrower by means of Loan Card and Loan Agreement, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record.
- The Company shall provide a copy of the loan agreement preferably in vernacular language along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction / disbursement of loans.
- Company shall mention the penal interest charged for late repayment and loan prepayment charges if any in bold in the loan agreement. However, late repayment and prepayment charges are not applicable for group loans.

2.4. Loan Disbursement

- Vaya ensures that loan disbursements are intimated to the customers in advance giving them sufficient time to arrange for travel if any required. Disbursements have to be done at the branch if physical cash is involved. The loan disbursement is done as per pre-determined time and location.
- Vaya will give notice to the borrower in the vernacular language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc.
- Any change of interest rates and charges are effected only prospectively. A suitable condition in this regard will be incorporated in the loan agreement.
- The decision to recall / accelerate payment or performance under the agreement should be in consonance with the loan agreement.
- The loan card provided to the customers will have the following information –
 - Information which adequately identifies the borrower
 - All the terms and conditions of the loan
 - The pricing of the loan which involves only three components viz; the interest charge, the processing charge and the insurance premium
 - The effective rate of interest charged.
 - That there will be no penalty charged on delayed payment.
 - There is no Security Deposit / Margin or commission to be paid by the customer.
 - The borrower cannot be a member of more than one SHG / JLG.
 - An assurance that the privacy of borrower data will be respected

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- The grievance redressal system set up by the MFI and also the contact number for lodging any complaint / feedback / suggestion.

Vaya will provide in writing the charges levied for all financial services rendered on behalf of the principal bank and that no additional fees is being charged by BC for the loan. Fee on non-credit products & services will be collected only with prior declaration to the customer and with prior approval from the principal

Vaya will keep a prominent co-branded display of all products along with terms and conditions and fees in branches. Formal records of all transactions will be maintained in accordance with all regulatory and statutory norms, and customer's acknowledgement / acceptance of terms & conditions will be a part of these records.

Where the loan application of a customer is rejected, Vaya will disclose the reason/s for rejection in a manner that is clearly understood by the customer. If credit bureau report is the reason for refusal, and the customer demands for details, Vaya will provide a formal document as approved by the Principal validating the reason.

Vaya will keep in public domain including the website, information on partnerships with various principal agencies, and products and pricing information details pertaining to each partnership. The annual report and annual financial statements are made available in public domain immediately after approval of the Board.

All the Vaya branches are required to have the following information on display at a prominent place where the visitors and the customers are able to see the content of such display. –

- a. A copy of this fair practice code
- b. The effective interest rate charged
- c. Grievance redressal mechanism and the contact number for the same
- d. Branch timings and working details

3. CUSTOMER PROTECTION

Core Principle: Vaya is committed to conduct business keeping customer centric principles in focus and ensures that the rights of the customers are protected. Hence Vaya emphasizes on delivery of products, services and communications in a manner that are ethical, transparent, and equitable.

3.1. Products & Services

Vaya will not discriminate among customers on caste, religion, political inclinations or any other ground. At every stage of service delivery – selection, loan sanctioning, disbursement & collection, every individual is given equitable opportunity to access the services of Vaya.

However, Vaya has discretion to select the eligible customers as per the in force guidelines of RBI any other regulatory bodies and industry practices. Vaya can also define its own criteria for selection of customers based the strategic business decisions.

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The rate of interest & charges will be defined in accordance with Reserve Bank of India guidelines and industry standards. The rate of interest will be annualized rates so that the customers are aware of the exact rates that would be charged to them.

The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the loan agreement.

The rates of interest and the approach for gradation of risks shall also be made available on the web-site of the Company. The information published in the website shall be updated whenever there is a change in the rates of interest.

All Vaya employees will refrain from interfering in the affairs of the customers except sharing the terms and conditions of the loan agreement. The customers are given complete freedom to decide whether or not to take loan from Vaya based on the terms and conditions offered to them. No employee shall force any customer in what so ever manner or influence them to avail products and services from Vaya. All the products and services offered to the customers are voluntary in nature except in case where one of the products is bundled with other product and they are offered in combination.

Normally products should not be bundled and offered to the customers. The only exceptions to bundling may be made with respect to credit life, life insurance & live-stock insurance products (if applicable), which are typically offered bundled with loans. The terms of insurance should be transparently conveyed to the customer and must comply with RBI & Insurance Regulatory and Development Authority (IRDA) norms. Consent of the customer must be taken in all cases.

Vaya will obtain copies of relevant documents from customers, as per standard KYC norms. Additional documents sought must be reasonable and necessary for completing the transaction. Under no circumstance the employees of Vaya are allowed to collect the original copies of the KYC or any other documents and keep them in Vaya's employee custody unless the process requires such custody of documents.

All trainings related to the product, process for obtaining any product, services offered and procedure for repayment will be offered to the borrowers free of cost. Field staff shall be trained to offer such training and also make the borrowers fully aware of the procedure and systems related to loan / other products. No employee shall charge any amount or seek any favor for offering such trainings.

Vaya ensures that the provision of loans to the customers is as per eligibility norms prescribed by the principal.

Vaya will obtain copies of relevant documents from customers, as per standard KYC norms as prescribed by the principal. In case necessary additional documents which are reasonable and necessary for completing the transaction are sought from the customer.

The decision on loan application from the customer is taken with a reasonable time depending on the process of the principal partner. This time limit will be indicated to the customer about the sanction of application and time taken for disbursement of the loan amount after sanction.

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3.2. Avoiding Over-indebtedness

Vaya has a well-documented Standard Operating Procedure for every loan cycle that is aligned with the Principal institutions it has partnerships with.

Vaya will put its best efforts to educate the customers on the ill effects of over-indebtedness. The communication made in vernacular language emphasizes

1. taking the right size of the loan as per the requirement and repayment capacity
2. not trying availing loan from multiple loans from lenders more than stipulated by RBI
3. the disadvantages of not repaying the loans
4. need of utilizing the loan for the purpose it has been taken for

Vaya identifies and recommend customers as per the norms stipulated by Principal for customer indebtedness and number of lenders. Reasonable steps are taken to ensure that credit will be extended only if borrowers have demonstrated an adequate ability to repay and loans will not put borrowers at significant risk of over-indebtedness. Vaya will educate and clearly communicate to the customers about the consequences of the over-indebtedness.

All the field staff shall be trained to understand and analyze the existing debts of the borrowers. They are trained to collect information and data required to understand such situations. This includes enquiry about the exiting income, expenditure pattern and existing loans. These enquiries are done during the member selection, group formation, house visit, EGT and GRT. Only when the Sanghamitra and branch manager are satisfied with the existing debt situation of the customers, will they offer appropriate product and service to the customer.

The field staff will make best efforts to ensure that the loans provided are within the customer's capacity to repay and avoid over-indebtedness. In all the customer interaction before the loan disbursement, Vaya field staff will ensure the repayment capacity of the customers. If there are situations where the customer is not in a situation to avail the loan and service it as per the process, the field staff will propose reduction in loan amount or rejection of the loan.

In cases where the applied loan amount is reduced or refused, the field staff will meet such customers and explain them the reason for act in a transparent and respectful manner.

Vaya shall ensure that there is a mandatory credit bureau check for all the loan applicants. All the customers are explained during the CGT about credit bureau check and the possibility of declining the loan application in case adverse report. The customer has to provide written consent authorizing Vaya to conduct such credit verification.

Vaya shall define the eligibility criteria for availing the loan which includes the current debt availed by the customers and the number of lenders they are exposed to. This criteria is defined as per the in force guidelines from the RBI and other regulatory authorities. The criteria for evaluation of the CB report are explained to every applicant during the group formation and EGT. The field staff uses local/vernacular language to explain such criteria and also clearly explains the possibility of loan application rejection in case of adverse report from the credit bureau.

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It is mandatory for the field staff to inform the customers about any rejection and explain the reasons for such rejections. If the customer demands for the credit report, Vaya staff will provide such report within the next 10 days to the customer and explain the content of that report. In case the customer denies the content of the report, the field staff will assist her in rectifying the report.

3.3. Appropriate interaction and collection practices

Vaya has clearly defined guidelines for employee about the interactions with customers. These guidelines are part of the code of conduct which is mandatorily signed by every employee during the induction training.

As per the policy, any interaction with customers is done in public places only and should be witnessed by at least one other customer. All such interaction with loan customers should happen during the center meeting only. Field staff shall be allowed to make recovery at the place of residence or work of the borrower only if borrower fails to appear at central designated place on two or more successive occasions.

Once the center meeting is completed staff should not make any attempt to communicate with the customer except in case of death of a member or her spouse, to meet the member who is not attending the center meetings or not repaying as per the schedule. In all such cases where the employee has to visit the member's house, he will be accompanied by at least one other customer, preferably the center leader.

No employee of Vaya should visit the customers for collection during odd/late hours as per the RBI guidelines for loan recovery agents. No employee should visit the customers during any bereavement such as death in the family, sickness of customer or her family member.

Collections should be done only by the authorized employee and under no circumstances the recovery is out sourced to any agent. No aggressive methods or use of muscle power, abusing words will be used during recovery of dues.

All Vaya employees have to provide acknowledge to the customer for each and every payment received from them. The acknowledgement can be a record in the payment in the loan passbook/loan card with the customer or a digital acknowledgement through an SMS.

In circumstances where the customers are facing adverse situations for reasons beyond their control and are unable to repay the loan amount, they are allowed to approach Vaya for rescheduling or waiver of their loans. Vaya has a Debt Rescheduling/Waiver Policy to deal with such situations on humanitarian grounds. This facility will be explained to the customer during the EGT and disbursement.

Default customers are dealt with same respect and dignity as the regular customers. There is a defined process in Operations Manual for dealing with default customers at each stage of default. Methods applied for recovery of over dues should be ethical, legal and appropriate to the situations.

A declaration that the Company will be accountable for preventing inappropriate staff behavior is made in the loan agreement and is also written prominently in the grievance redressal posters displayed in the branches.

Must not collect shortfalls in collections from employees and their HR policies must categorically denounce this practice. An exception can however be made in proven cases of frauds by employees.

3.4. Privacy of Customer information

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Vaya respects the customers' privacy and shall treat customer information as private and confidential. All the employees are guided by the code of conduct to ensure that the customer's information is kept private and is treated with utmost confidentiality.

An adequate disclosure shall be made in loan agreement on sharing customer data with credit bureaus, statutory organizations, sister concerns and third parties and the acceptance of the borrower shall be obtained for internal records.

Field staff shall be trained on fidelity and secrecy of customer during their induction training. As part of the joining formalities, all staff shall sign a declaration on fidelity and secrecy which is included in the code of conduct.

4. Governance

Core Principle: Vaya believes in incorporating a formal governance system that is transparent and professional so as to drive ethical business practices in the organization

Vaya observes high standards of governance by inducting persons with good and sound reputation as members of board of directors/governing body and seek to comply with the best standards stipulated in Companies Act and RBI regulations

Vaya endeavors to induct independent directors to constitute at least 1/3rd of the governing board, and the board shall be actively involved in all policy formulations and other important decisions. The board of Vaya appoints an audit committee of the board with an independent director as chairperson

Vaya puts in best efforts to follow the audit and assurance standards issued by the Institute of Chartered Accountants of India (ICAI) and Ensures transparency in the maintenance of books of accounts and reporting/presentation and disclosure of financial statements by qualified auditor/s

Vaya also places before the board of directors, a compliance report indicating the extent of compliance with this fair practice code and the functioning of the grievance redressal mechanism at various levels of management within the company, specifically indicating any deviations and reasons therefore, at regular intervals as may be prescribed by the Board.

5. Recruitment

Core Principle: Vaya endeavors to foster free and fair recruitment practices in the industry and operates in a manner that is best conducive for such HR operations.

Vaya believes in free and fair recruitment practice and thus there will be no restriction on hiring of staff from other BCs and MFIs by legitimate means in the public domain like general recruitment advertisements in local newspapers, web advertisements, walk-in interviews, etc.

Vaya has made it mandatory to seek a reference check from the previous employer. The reference check will be sought from current employer only after an offer is made and an offer letter is issued to the prospective employee.

Vaya will not recruit any employee of another BC/MFI, irrespective of the grade/level of the employee, without the relieving letter from the previous BC/MFI employer. An exception is allowed only in instances where the previous employer (BC/MFI) fails to respond to the reference check request within 30 days.

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Whenever an employee at a level up to the branch manager position is hired from another BC/MFI, the said employee will not be assigned to the same area he/she was serving at the previous employer, for a period of 6 months.

Vaya commits to support the fair recruitment practice in the industry and provides relieving letter to the outgoing employee in case he/she has given proper notice, handed over the charge and settled all the dues towards the organization except in proven cases of fraud or gross misconduct by that employee. In such cases of an employee resigning from services of organization, Vaya would honor the notice period of the employee as per the employment agreement made during the joining

Vaya is also committed to respond to the reference check request from another BC/MFI within two weeks from the date such formal request has been placed by the HR team of that BC/MFI.

While recruiting field staff Vaya takes adequate care to ensure that the prospective staff suits the culture of the organization and would adhere to the ethical standards mentioned in this code. Necessary training tools will be identified and imparted on them to deal with the customers. Training to field staff shall include programs to inculcate appropriate behavior towards borrowers without adopting any abusive or coercive debt collection / recovery practices.

Compensation methods for staff should have more emphasis on areas of service and borrower satisfaction than merely the number of loans mobilized and the rate of recovery. Penalties may also be imposed on cases of non-compliance of field staff with the Code of conduct.

6. Customer Education

Core Principle: As part of the ethical standards defined by Vaya, we believe in giving the customer all the information & knowledge that would allow them to take a decision in the best interest of their financial wellbeing.

Vaya has a dedicated process to raise the customer's awareness about financial planning, options, choices and responsibilities vis-à-vis financial products and services available. The objective of the customer education is solely to enhance the financial knowledge of the customers but to promote or encourage the acceptance of products and services offered by Vaya.

All the information designed for customer education will be in line with the customer protection principles, existing market models of financial education by the institutions of reputation like RBI & MFIN. Information to be communicated to customer will be available to staff in a standardized form in vernacular in order to ensure that complete information is shared at various stages of interaction with the customers such as Effective Group Training, Group Effectiveness test, Disbursements and Center Meetings. All the customer interacting employees of Vaya shall be imparted regular trainings on customer education, both content and communication methodology.

More effort and care would be taken to ensure that the new customers are informed properly about Vaya and the principal partner's policies and procedures to help them understand their rights as borrowers and about the relationship/partnership between Vaya and the Principal partner.

Vaya ensures that there are regular checks on customer awareness and understanding of the key terms and conditions of the products/ services offered. This would be done by multiple levels of supervisors in different departments (Operations, Internal Audit & Customer Protection)

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7. Customer Data Security

Core Principle: Vaya firmly believes that the data collected from customers is the property of the customer, which he/she has shared purely for business requirements and Vaya has the responsibility to secure and respect the confidentiality of that data

Vaya is committed to keep every data of the customers secure and confidential at every level of operations. At every stage of data collection, the customer is explained about the confidentiality of the data.

Every data collected from the customer either in a digital form or physical form

Vaya will take consent of the customer to collect, store or share any data pertaining to the customer including but not limited to personal, financial and social information. In case the data is being shared with any third party including banks, credit bureaus or any other legal/regulatory authorities, Vaya would obtain written approval to share such information.

Photographs of customers in any format if used in Vaya's website, communication material, marketing material or in any other public display, Vaya will obtain written permission from those customers to do so.

All the materials that would carry the information of customers including registers, documents, application forms will be kept in secure place with locking facility and will have limited access to the employees permitted based on the need for such access.

Similarly for all the data which is stored in digital format is protected by means of restricted password based access to individuals based on the requirement to access such data. All such data in digital format is controlled for external access through appropriate technologies such as fire walls, encryption etc.

8. Grievance Redressal Mechanism

Core Principle: Vaya acknowledges the right of every customer to express their grievance or suggestion to the organization and also believes in the duty of the organization to respond to such grievance or suggestion within in appropriate time.

Vaya will establish dedicated feedback and grievance redressal mechanism to receive address complaints speedily and efficiently.

Vaya shall have a Board approved Grievance Redressal Policy (CP06) which provides guidelines for receiving, handling and disposal of customer grievances. This includes the documentation, turn-around-time and escalation matrix for unresolved complaints and periodical review mechanisms.

Within the GRM set up by Vaya there will be multiple channels for the customers to share their complaints, feedback and suggestions. These include the formal and informal channels created in the organization accessible to the customers at any given point of time.

Vaya will ensure that the customers are aware about the existence and purpose of these mechanisms at BC level and also at the Principal level and how to access them. The Grievance Escalation Matrix along with timelines of both Vaya and the Principal partner will be prominently displayed in branches in vernacular / local language.

Vaya will designate at least one grievance redressal official to handle complaints and/ or note any suggestions from the customers and to coordinate with the Principal. The contact number of the grievance redressal official is made easily accessible to customers.

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All the communication made by the customer either a feedback or a grievance will be recorded and shall be responded by the authority designated for the same. Vaya shall consistently assess the impact of its services using these feedback mechanisms and try to enhance the competencies to serve the customers better.

All the complaints / grievances / feedback / suggestions received from the customers are acknowledged and data of such communication is maintained to verify the status of resolution/closure. Information on Grievances received and resolved will be documented and shared with the Principal and if required with the industry associations at an agreed frequency.

The resolution of the complaints are communicated to the customers on a regular basis and closed after satisfactory confirmation from the customers. Where the outcomes of the complaints are not satisfactory to the customers, the customers shall be notified of their right to refer the matter to the grievance redressal mechanism established by the Principal.

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