

## Customer Complaint Handling Procedure & Mediation

### Complaint Handling Procedure

Customer Complaint handling and Completion of Consumer (“Customer”) Complaints at PT Bank ICBC Indonesia (“Bank”) refers to the provisions of POJK No. 1/POJK.07/2013 dated 6 August 2013 on Consumer Protection of Financial Services Sector and Circular Letter of OJK No. 2/SEOJK.07/2014 dated 14 February 2014 on the Service and Completion of Consumer Complaints on Banking services.

Here are the Customer Complaints Service and Completion Procedures with the application of the principle of accessibility, independence, fairness, efficiency, and effectiveness.

### Complaint Handling Procedure

Customer can submit complaints to Bank verbally or in writing.

#### Verbal Complaint

- Verbal complaint via Branch,  
Customer can visit branch or via telephone  
Verbal complaint via branch can be submitted through Customer Service (CS) or Relationship Manager (RM)
- Verbal complaint by phone via Call Center  
Verbal complaint by phone via Call Center, all customer complaints will be handled by Call Center Agent at access number 1500198.
- Verbal complaint via UKP3N Head Office  
Customer may submit complaints through Special Unit for Handling and Settlement Customer Complaint (UKP3N) Bank Head Office:  
ICBC Tower 31<sup>st</sup> Floor  
Jl. MH Thamrin 81  
Jakarta Pusat

Verbal complaint is to be completed within 2 (two) working days.

If it is not resolved within a period of 2 (two) working days, then Bank will convey to customer to submit the complaint in writing.

#### Written Complaint

Complaint can be done by letter or email

- Complaints can be submitted via branch
- Written complaints via Call Center use email address: [customer\\_care@ina.icbc.com.cn](mailto:customer_care@ina.icbc.com.cn)
- Written complaint via Unit Khusus Penanganan dan Penyelesaian Pengaduan Nasabah (UKP3N) Head Office  
ICBC Tower 31<sup>st</sup> Floor  
Jl. MH Thamrin 81  
Jakarta Pusat

The Customer shall attach a photocopy of identity and supporting documents of the complained financial transaction. Settlement of complaint will be no later than 20 (twenty) working days after the date of acceptance. Under certain conditions the bank may extend the period for up to a maximum of 20 (twenty) working days. The extension of the settlement period must be notified in writing to the Customer who filed the complaint before the expiration of the period.

## **BANKING MEDIATION PROCESS**

### **Implementation of Banking Mediation.**

Referring to Bank Indonesia Regulation No. 8/5/PBI/2006 which was amendment from Bank Indonesia Regulation No.10/1/PBI/2008 and Bank Indonesia Circulating Letter No. 8/14/DPNP and OJK Circulating Letter No. 2/SEOJK.07/2014 regarding Services and Complaints Settlement of Customers in Business Service Providers, we inform Procedures for Submission of Customer Dispute Settlement through Banking Mediation, as follows:

In the event of no settlement agreement between the Bank and the Customer, the Bank and the Customer may settle the dispute out of court or through the courts. A non-court settlement of disputes can be conducted through the Alternative Dispute Settlement Institution (LAPS) contained in the List of Alternative Dispute Settlement Institutions established by the Financial Services Authority (OJK).

Bank is a member of the Indonesian Banking Alternative Settlement Alternative Institute (LAPSPI), an independent institution that operates as a mediating institution to facilitate dispute settlement between banking consumer and bank outside the court

Customer may use this institution as an alternative to the settlement of complaints if between the Bank and the Customer has not reached an agreement for settlement.

### **Banking Mediation Process**

- The settlement of dispute to the implementer of banking mediation function can only be done by the customer or customer representative
- The submission of a dispute resolution shall meet the following requirements:
  1. The proposed dispute is a civil dispute arising from a financial transaction. Financial demands resulting from immaterial losses can not be filed.
  2. The value of financial claim in Banking Mediation shall be submitted in Rupiah currency with maximum limit of Rp500,000,000.00 (five hundred million rupiah).
  3. Consumer compliance must be completed first by PUJK/Once filed a settlement by the customer to the bank.
  4. The proposed dispute is not in process or has not been terminated by an arbitration or judicial institution, or there has been no agreement facilitated by another mediating body.
  5. The submission of a dispute shall not exceed 60 (sixty) working days from the date of the letter of completion of the complaint submitted by the Bank to the Customer.
- The submission of a dispute shall be submitted in writing with the following documents:
  1. Photocopy of letter of completion of complaint given by the Bank to the customer;
  2. Photocopy of valid customer's ID;
  3. A signed statement of sufficient stamp duty that the proposed dispute is not in process or has received a decision from an arbitration, judicial or other mediation institution and has not been processed in a banking mediation facilitated by Bank Indonesia/OJK;

4. Photocopy of other supporting documents related to the dispute being filed; and
  5. Photocopy of power of attorney, in case of submission of the dispute settlement is authorized.
- The mediation process is carried out after the customer and Bank's representative sign an agreement of mediation containing:
    1. Agreement to choose mediation as an alternative to dispute resolution;
    2. Approval to be submissive and subject to the mediation rules set by OJK.
  - The customer and the Bank may authorize the other party in the mediation process. The grant of such power shall be made by a special power of attorney which shall at least include the authority of the proxy
  - The implementation of the mediation process until the signing of the deed of agreement shall be made within 30 (thirty) working days since the customer or the customer representative and the Bank sign the mediation agreement. The duration of the mediation process may be extended to the next 30 (thirty) working days based on the customer agreement or customer and Bank 's representative
  - The agreement between the customer and the customer representative with the Bank resulting from the mediation process is set forth in the deed of agreement signed by the customer or the customer and bank representative and Bank.