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Eureka Forbes Limited Ombudsman Scheme
(THE SCHEME)

This Scheme is introduced with the object of enabling investigation by an impartial independent person of the customer complaints relating to the products and services and to facilitate the amicable settlement of such complaints.

CHAPTER I
PRELIMINARY

1. Short Title, Commencement, Extent and Application

1. This Scheme may be called the Eureka Forbes Limited Ombudsman Scheme.
2. It shall come into force on February 1, 2011.
3. It shall apply and extend to all the existing and future customers of the Company.

2. Definitions

- a. **Award** means an award passed by the Eureka Forbes Limited Ombudsman in accordance with the Scheme.
- b. **Company** means Eureka Forbes Limited and its subsidiaries.
- c. **Complaint** means a representation made in writing or through electronic means containing a grievance alleging defect or deficiency in the product or service.
- d. **Customer** means any person who—
 - i. buys any products for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment; or
 - ii. hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment
- e. **Defect** means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which is required to be maintained by or under any law for the time being in force under any contract, express or implied or as is claimed by the Company in any manner whatsoever in relation to the products of the Company.
- f. **Deficiency** 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 has been undertaken to be

performed by the Company in pursuance of a contract or otherwise in relation to any service.

- g. Ombudsman** means an impartial independent person (whose brief profile shall be annexed as part of this Scheme) as may be appointed by the Company from time to time to investigate the customer complaint and passing an award thereto.
- h. Product** means the product of the Company as may be manufactured and/or marketed by it from time to time.
- i. Scheme** means the Eureka Forbes Limited Ombudsman Scheme
- j. Service** means service of any description which is made available to the customer of the Company.
- k. Settlement** means an agreement reached by the parties by either conciliation or mediation under the provisions of the Scheme.

CHAPTER II
MULTI – CHANNEL CUSTOMER COMPLAINT REDRESSAL STRATEGY

The Company’s customer complaint redressal strategy is to enable customers to redress their complaints through multiple channels. The various channels available to customers are:

	Options available to the customers	Expected time for complaint resolution
1.	For quick servicing of product, customer shall call the 24 hours customer care helpline 39883333	24 - 72 hours of receipt of complaint
2.	In case the customer is not satisfied with the solution received, he/she may write an e-mail to the all India customer care Executive Mrs. Anu Kotian OR Download the service redressal form from the below link http://www.eurekaforbes.com/service_request.aspx and please fill it and post it to the address mentioned on the form	24 - 48 hours of receipt of complaint
3.	In case the customer is still not satisfied with the solution received, he/she may write an e-mail to the Head of Customer Care Mrs. Vinath Hegde http://www.eurekaforbes.com/service_request.aspx	24 to 36 hours of receipt of complaint
4.	In case the customer complaining is not happy with the solutions received at 1 to 3 above, he/ she may : a. Log on to the website of the Company http://www.eurekaforbes.com and fill in the online complaint form which will be received by the Ombudsman. OR b. Call the Ombudsman on 022-30449768 between 2.30 pm to 4.30 pm on 2 nd & 4 th Thursday of every month (except public holiday).	Within a 15-20 days of receipt of the Complaint

	<p>OR</p> <p>c. Write to the Ombudsman with all the supporting documents at :</p> <p>The Ombudsman, Eureka Forbes Ltd. B1/B2, 701, Marathon Innova, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013</p>	
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CHAPTER III
THE OFFICE OF THE OMBUDSMAN

The office of the Ombudsman shall be located at the Corporate Office of Eureka Forbes Ltd. situated at

701, B1/B2, Marathon Innova,
Off Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400 013

Telephone No. 022-30449768

CHAPTER IV
JURISDICTION, POWERS AND DUTIES OF THE OMBUDSMAN

1. The Ombudsman shall receive and consider customer complaints relating to the products and services of the Company and shall facilitate amicable settlement through conciliation and mediation between the Company and the aggrieved party or by passing a decision in accordance with the Scheme.
2. The Ombudsman shall exercise general powers of superintendence and control over its Office and shall be responsible for the conduct of business thereat.
3. The Ombudsman shall take into consideration the evidence as may be placed before it by the parties, the principles of consumer law and practice, principles of natural justice and such other factors which in its opinion are relevant to the complaint.
4. The Ombudsman shall investigate the complaint in an impartial and non-adversarial way. The Ombudsman shall not act as an advocate for either the customer or the agency concerned.
5. All investigations will be conducted in private. The Ombudsman is required to maintain secrecy in respect of all matters that come to its knowledge in the exercise of its function. The only exceptions to this secrecy requirement are where the Ombudsman is of the opinion that:
 - a. Matters ought to be disclosed for the purposes of an investigation.
 - b. A report should be published on any particular investigation or investigations
 - c. Matters ought to be disclosed to establish the grounds for his or her conclusions and recommendations.
 - d. The Ombudsman shall respect the privacy of individuals, but will not investigate anonymous complaints
6. **Rejection of the Complaint :** Before deciding whether or not to investigate a complaint, an Ombudsman will also consider whether there are any circumstances which allow him or her to decline to investigate the complaint.

An Ombudsman may decline to investigate a complaint if:

- a. It appears that under the law there is an adequate remedy or right of appeal to which it would have been reasonable for the complainant to resort.
- b. The event of complaint is known to the customer for more than 12 months.
- c. The subject-matter of the complaint is trivial and there will be no loss or damage or inconvenience shall be caused to the complainant for rejection of the same.
- d. The complaint is frivolous or vexatious or is not made in good faith.
- e. The complainant does not have a sufficient personal interest in the subject matter of the complaint.

CHAPTER V
PROCEEDURE FOR FILING CUSTOMER COMPLAINT

1. A customer may himself or through his authorised representative (other than an advocate) file a complaint with the Ombudsman providing details of the deficiency in product and/or service of the Company either in writing or by e-mail as described in Chapter-II hereinabove.
2. The complaint in writing shall be duly signed by the complainant or his authorized representative and shall be, as far as possible, stating clearly:
 1. the name and the address of the complainant,
 2. the facts giving rise to the complaint,
 3. the nature and extent of the loss caused to the complainant, and
 4. the relief sought for.
3. The customer shall file along with the complaint, copies of the documents, if any, which he proposes to rely upon.
4. The Ombudsman may also consider complaints as may be forwarded by the Company from time to time for disposal.
5. The Ombudsman shall send the acknowledgement of the every complaint received at his office.
6. The Ombudsman will maintain records of the complaints as and when received.

CHAPTER VI

ASSESSMENT/INVESTIGATION INTO THE CUSTOMER COMPLAINT

1. Upon receipt of a complaint the Ombudsman shall decide:
 - a. Whether the complaint should be investigated formally, in which case the Company and the Customer will be notified accordingly. In some cases, extensive preliminary enquiries may need to be made before the Ombudsman decides to investigate a matter.
 - b. Whether the complaint appears capable of informal resolution, in which case an informal approach will be made.
 - c. Whether further clarification needs to be sought from the customer to enable the Ombudsman to decide whether or not there is a valid ground of complaint for investigation.
 - d. Whether having regard to the particular circumstances of the case, informal enquiries should be made of the Company to try to gain a clearer understanding of the issue raised by the complainant to enable the Ombudsman to decide whether or not there is a valid ground of complaint for investigation.
2. When an Ombudsman notifies The Company of his or her intention to investigate a complaint an Ombudsman shall :
 - a. Convey the complaint as expressed by the customer.
 - b. Ask the Company to provide a report in response to the complaint
 - c. Where information has been withheld, ask for a copy of the withheld information.
3. Consistent with the role of an independent and impartial authority, at preliminary stage of investigation the Ombudsman shall not normally form any views as to the merits of the complaint. However, if the circumstances of a particular complaint are identical to those relating to a previous complaint, the Ombudsman may likely invite the complainant or the Company to comment on why the outcome should differ in the later case.
4. Each complaint will be assigned a serial number which will also indicate the month and year of the complaint. The Ombudsman will make such enquiries as are necessary to enable the Ombudsman to form an independent view as to the merits of the decision that has been complained about.
5. For the purpose of carrying out its duties under this Scheme, the Ombudsman may require the Company and the complainant to provide any information or furnish certified copies of any document relating to the complaint which is or is proposed to be relied upon. Where a request for additional information has been refused (in whole or in part), the Ombudsman shall consider:

- a. The reasons why it was considered necessary to refuse the request;
- b. The information that has been withheld.

The Ombudsman shall then make an independent assessment as to whether the refusal was justified or not.

6. On completion of the investigation/assessment, the Ombudsmen shall form a provisional view which shall be put to the relevant parties for their respective comment before any final views are formed by the Ombudsman.

CHAPTER VI
AWARD BY THE OMBUDSMAN

1. If the complaint is not resolved during the course of the investigation, the Ombudsman will convey his or her final views on the merits of the complaint to all parties. Where an Ombudsman forms the final view that the complaint cannot be sustained, that is the end of the investigation.
2. Where an Ombudsman forms the view that the complaint can be sustained, depending on the facts of the case, he or she may recommend remedial action.
3. The Ombudsman must:
 - a. Set out the reasons for the decision and the grounds in support of that decision.
 - b. Provide the source and purport of any advice on which the decision is based.
 - c. Give direction/s, if any, to the Company for specific performance of its obligations.
 - d. Provide a signed copy of the award to the complainant and the Company.
4. The Company shall be bound by the award of the Ombudsman and shall not have the right to reject or appeal against the decision.
5. A customer aggrieved by the award of the Ombudsman or rejection of a complaint may proceed to the appropriate forum for seeking relief as he/she may deem fit at his/her own cost and consequences.

ANNEXURE - 1

PROFILE OF THE OMBUDSMAN

Name of the Ombudsman : Ms. Asha Idnani

Ms. Asha Idnani has been presented with the prestigious Smt. Pushpa Motwani Memorial Award for dedicated involvement in the field of Consumer Awareness and Activities, in April, 1997.

Ms. Asha has been engaged in Social Service since 1978 and has a Volunteer Worker with the School for Special Education, Spastic Society, Colaba, Bombay from 1978 to 1982 after which she joined Family Service Centre, Colaba, Mumbai from 1982 and continued till 1984 where she looked after the welfare & education of abandoned children.

Ms. Asha joined the Consumer Guidance Society of India, Mumbai in 1985 and was elected as the Chairperson for 1998 -2000.

Ms. Asha has also been a member of Life Insurance Corporation of India (LIC) Policy Holders' Council of Mumbai D.O IV from April 1, 2001 to March 31, 2003.

Her current assignment includes :

- a. The invitee member on the Council for Fair Business Practices (CFBP) and the Chairperson of their Consumer Grievances Redressal Committee.
- b. On the Panel of Lok Adalat of State Consumer Disputes Redressal Commission, since October 1, 2005, as a jury judge to redress the consumer complaints.
- c. The Ombudsman appointed by Indian Direct Selling Association, since October 2006.

She has attended/conducted various seminars and workshops some of which includes:

- a. International workshop on "Product Testing" at Jakarta, Indonesia in November, 1991.
- b. Workshop on the "Role of Consumer Organization in Elimination of Iodine Deficiency Disorders" in New Delhi in July, 1995.
- c. Attended the council meeting, as the sole India representative of Consumers International, in Seoul, Korea in December, 1998.
- d. Attended the council meeting, as the sole India representative of Consumers International, in Bath, UK in October, 1999.
- e. Regularly attending State Level Co-ordination Committee meetings for redressal of issues relating to the supply of petrol, kerosene, diesel & LPG. Inspection of Petrol Pumps and Refineries.
- f. Lectured at seminars & meetings organized by various organizations viz OPPI, UNICEF, FDA, BIS etc.
- g. Organized a Seminar on LIC's Citizen Charter in December, 1998.