



DPDP: Implications for cross-sell and up-sell revenue in financial services

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Executive summary

The Digital Personal Data Protection (DPDP) Rules, 2025, introduce stringent requirements regarding consent, notice, purpose limitation and withdrawal rights. While these requirements strengthen customer trust and data governance, they may add friction in digital and assisted journeys for cross-sell and up-sell revenue.

However, with thoughtful, friction-minimising journey design, organisations can maximise realisation of cross-sell/up-sell revenue potential while meeting compliance requirements. Embedding consent at points where customers are already engaged, simplifying language, consolidating prompts and designing withdrawal flows deliberately can substantially mitigate the risk.

This document outlines:



Risks to cross-sell and up-sell revenue arising from poorly designed DPDP compliance



Key customer journeys where DPDP introduces friction



Strategies for journey redesign to maximise revenue realisation while meeting compliance requirements

Introduction

Personalised recommendations, cross-category nudges and lifecycle-based up-sell opportunities drive a significant portion of financial institutions' revenues. These drivers depend on continuous access to customer data, such as profiles, transaction histories and behaviours.

The DPDP Rules, 2025, mandate a shift from implied or broad consent for using such data to explicit, purpose-specific

consent. Existing marketing foundations can be adversely affected if compliance is implemented without rigorous and granular attention to customer experience.

This document assesses the extent of potential revenue impact and highlights how careful design can mitigate this risk.

Risk to cross-sell and up-sell revenue

1. Dependence on implicit or bundled consent

Many organisations currently use broad privacy notices or bundled consent wording to power personalisation engines. The DPDP framework raises the bar on these practices, requiring explicit and purpose-bound consent for most marketing and profiling activities.

If these requirements are met solely through pop-up consents or lengthy notices, customer acceptance rates will likely drop, which will affect marketing reach and personalisation depth.



Easy withdrawal rights

If withdrawal options are placed obtrusively/intrusively or communicated poorly, customers may unintentionally or impulsively opt out.



Purpose limitation and data minimisation

Using data collected for one purpose, such as a transaction, to offer another product without seeking explicit, additional consent will render such data unusable from a compliance viewpoint, shrinking the available data footprint.

2. Additional friction introduced by DPDP requirements

The following DPDP requirements can introduce friction if implemented routinely, thereby affecting customers' willingness to opt in:



Granular consent collection

Multiple checkboxes for different data uses can create consent fatigue and lower acceptance.



Mandatory notice requirements

Long notices, especially those with legalese, displayed during transactional moments can inadvertently impel customers to skip or reject consent.

3. Magnitude of potential impact

The General Data Protection Regulation (GDPR) in the European Union, the California Consumer Privacy Act (CCPA) in the United States (California) and the Personal Data Protection Act (PDPA) in countries such as Singapore, Thailand and Malaysia indicate that consent design and User Experience (UX) can significantly influence business outcomes. In the past, intrusive/obtrusive or poorly designed consent mechanisms have led to significant opt-in attrition. Firms that did not adequately mitigate consent-related friction observed a notable decline in personalised cross-sell performance. Conversely, organisations that proactively redesigned user journeys were better placed to maintain marketing performance.

These learnings suggest that, if not thoughtfully implemented, DPDP compliance could have a material impact on revenue. A user-centric and well-calibrated approach is critical.

Customer journeys where DPDP introduces friction

Following is a non-exhaustive set of journeys where the overall impact extends beyond friction, reducing cross-sell effectiveness:

Mobile app and web onboarding



- Multiple marketing and analytics consents shown upfront
- Long notices leading to “skip all” behaviours

Logged-in digital browsing



- Interruptive pop-ups requesting permission to track behaviour or personalise content
- Consent sought mid-session, breaking flow

Purchase and transaction journeys



- Asking permission to reuse purchase data for recommendations
- Additional screens potentially disrupting conversion flow

Relationship manager/call centre journeys



- Premature consent scripts before product discussions
- Customers opting out simply to speed up the conversation

Marketing channels (email, Short Message Service [SMS] or WhatsApp)



- An excessive number of SMS/other notifications seeking consent, resulting in a low proportion of consent provided

Across these journeys, friction directly reduces the eligible audience for targeted offers.

An illustration: Use of savings account data to cross-sell a personal loan

To illustrate the before-and-after impact of DPDP compliance, a practical use case involving personal loans has been selected. These loans are high-yield products in the banking sector, where cross-sell strategies depend on transactional and behavioural data gleaned from savings accounts. At the time of savings account creation, banks typically obtain customer consent to send promotional offers and marketing communications. This makes personal loans an ideal example for demonstrating how explicit consent requirements under the DPDP framework can influence marketing effectiveness and personalisation efforts.

A comparison of loan journeys before DPDP, after DPDP (poor design) and after DPDP (optimised)

Loan journey stage	Before DPDP (typical practice)	After DPDP (compliant but high friction)	After DPDP (compliant and well-designed)
Customer maintains a savings account	The bank silently analyses salary credits, balance trends and spending to assess creditworthiness.	A standalone consent pop-up asks: "Do you allow us to analyse your savings account transactions to offer you loans?" There is a high chance that customers may skip or decline.	Bank requests purpose-specific consent at natural moments, such as when the account holder receives a salary credit notification or checks the bank statement in their mobile banking app. Bank requests consent during specific times of the year, such as the account holder's birthday month or festive days which have common relevance across a significant base of customers.
Triggering the offer	The customer sees a pre-approved, personalised loan offer for a specific amount in their account dashboard. Consent is not involved.	If the customer has declined a premature request for consent, transactional analysis cannot be performed. The bank can only show generic loan product banners.	Offer is shown contextually with a transparent explanation: "You qualify for a personalised loan because you receive consistent salary credits."



Strategies for journey redesign to preserve revenue while meeting compliance requirements



Embed consent at moments of high intent

Customers are more willing to provide consent during moments where relevance is evident, such as:

- Onboarding (e.g. "Create my personalised dashboard.")
- Mid-purchase (e.g. "Show me similar items.")
- Feature activation (e.g. "Enable smart alerts.")
- Placing consent at natural points maximises acceptance



Simplify, humanise and consolidate consent

- Use crisp, benefit-focused language
- Consolidate related purposes into unified consent items where legally allowed
- Provide simple examples of what the customer gains, such as personalised deals based on what they like



Use progressive and contextual consent

Instead of asking for multiple upfront consents:

- Seek consent only when needed
- Trigger lightweight prompts based on user action
- Use inline notifications rather than pop-ups

This reduces friction and consent fatigue.



Design withdrawal carefully

Withdrawal should be easy, and at the same time, not jarring or alarming. Place withdrawal options in the settings, explain the implications and avoid placing withdrawal buttons in a manner that may disrupt the flow in transactional screens.



Use DPDP flexibility

DPDP does not mandate specific formats, allowing organisations to:

- Use expandable sections
- Provide contextual nudges
- Design mobile-friendly notice flows

This preserves customer experience quality while achieving compliance.

Conclusion

Cross-sell and up-sell revenue is **at real and material risk** if DPDP compliance is implemented without a thoughtful, user-centric design. The main risk arises from friction created by explicit consent requirements and oversimplified withdrawal rights, which can reduce marketing reach and personalisation accuracy.

Proactive, carefully designed consent and notice journeys can mitigate this risk while building stronger customer trust.

A focused diagnostic of the five to seven highest-value journeys is recommended to quantify friction, redesign consent flows and implement compliant, customer-friendly experiences.



Connect with us

Vijay Mani

Partner
Deloitte India
vijaymani@deloitte.com

Mayuran Palanisamy

Partner
Deloitte India
mayuranp@deloitte.com

Mahesh Nath

Partner
Deloitte India
maheshnath@deloitte.com

Jignesh Oza

Partner
Deloitte India
jigneshoza@deloitte.com

Contributors

Shalini Bhatt
Manish Sehgal
Shailashree Venugopal



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