



निरीक्षण एवं अंकेक्षण विभाग, प्रधान कार्यालय, प्लॉट नं. 1, सैक्टर 3, रोहतक – 124001
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समस्त कार्यालय

दिनांक : 25.04.2024

निरीक्षण एवं अंकेक्षण विभाग परिपत्र संख्या 39/2024

विषय: उपभोक्ता प्रतिपूर्ति नीति 2024–25.

1. बैंक की उपभोक्ता प्रतिपूर्ति नीति निदेशक मंडल द्वारा 68वीं मीटिंग के दौरान अनुमोदित की गई थी एवं निरीक्षण एवं अंकेक्षण विभाग के परिपत्र संख्या 12/2023 दिनांक 31.03.2023 के माध्यम से परिचालित की गई थी। इस नीति की समीक्षा निदेशक मंडल द्वारा दिनांक 15.04.2024 को आयोजित 75वीं मीटिंग के दौरान की गई एवं संशोधित उपभोक्ता प्रतिपूर्ति नीति इस परिपत्र के अनुलंग्नक के रूप में संलग्न है।

2. यह नीति इसके अनुमोदन के दिन यानि कि दिनांक 15.04.2024 से प्रभावी होगी।

महा प्रबंधक
(रोहित निष्ठावन)



Inspection & Audit Division, Head Office, Plot No. 1, Sector 3, Rohtak-124001

Email: hoinspsghb@shgbank.co.in

TO ALL OFFICES

Date : 25.04.2024

<p align="center">INSPECTION & AUDIT DIVISION CIRCULAR NUMBER 39/2024</p>

Reg: Customer Compensation Policy 2024-25.

1. The Customer Compensation Policy of the Bank was approved by the Board of Directors in its 68th meeting held on 27.03.2023 and Circulated vide I&AD Circular No. 12/2023 dated 31.03.2023. The subject policy has been reviewed by the Board of Directors during the 75th Meeting held on 15.04.2024 and the revised policy is enclosed as Annexure to this Circular.

2. The policy will come into force from the date of approval by Board of Directors i.e. with effect from 15.04.2024.

General Manager
(Rohit Nijhawan)

CUSTOMER COMPENSATION POLICY FOR FINANCIAL YEAR 2024-2025

Division: Inspection & Audit Division

Version : 2024_IAD_1.0

Policy Custodian

Division	Inspection & Audit Division
Officer in-charge	Divisional Head
Policy Contact	hoinspshgb@shgbank.co.in

Policy Governance

Frequency Of Review	Annually or as and when required
Last reviewed on	Board 27.03.2023
Approval Path	Standing Committee on Customer Service > Customer Service Committee of Board > Board
Supersedes	IAD, HO Circular 12/2023 dated 31.03.2023

DETAILS OF CONTENTS

S. No.	Particular	Page No.
1	Policy Version and other details/Contents	1
2	Policy overview	3
3	Policy Details	3
4	Background	3
5	Objective	3-4
6	Scope and Applicability	4
7	Policy Contents	4-11
8	Authority for Operational Guidelines	12
9	Disclosure of the Policy	12
10	Ownership of the Policy	12
11	Validity and Review of the Policy	12
12	Reporting	12
13	Relaxation/Deviations/Exclusions	12
14	Operational Guidelines	13-15

CUSTOMER COMPENSATION POLICY

1. Policy Overview

The Customer Compensation Policy is designed to compensate customer in the events of unauthorized debits or delays during banking transactions. The policy is applicable to all the products and schemes. The policy is to be followed meticulously by the field functionaries while resolving complaints.

With reference to the Statement on Developmental and Regulatory policies issued as part of Monetary Policy statement dated April 4, 2019 wherein it was proposed that the Reserve Bank would put in place a framework on Turn Around Time (TAT) for resolution of customer complaints and compensation framework across all authorised payment systems.

After consultation with various stakeholders, the framework for TAT for failed transactions and compensation thereof has been finalised which will result in customer confidence and would bring in uniformity in processing of the failed transactions. (RBI/2019-20/67 DPSS.CO. PD No.629/02.01.014/2019-20))

The policy will come in force from 15.04.2024.

2. Policy Details

2.1 Policy Definition

Reserve Bank of India through its “Master Circular on Customer Service in Banks” circulated vide RBI/2013-14/589 RPCD.CO.RRB.BC.No.100 / 03.05.33/2013-14 dated May 12, 2014 requires bank to have a Board approved policy in place for compensating its customers.

The policy is based on the guiding principles enlisted in:

1. RBI Master Circular on Customer Service in Banks” circulated vide RBI/2013-14/589 RPCD.CO.RRB.BC.No.100 / 03.05.33/2013-14 dated May 12, 2014.
2. RBI circular no. DBR. No.Leg.78/ 09.07.2017-18 dated July,6 2017 on Customer Protection – Limited Liability of customers in Unauthorised Electronic Banking transactions.
3. RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20 dated 20.09.2019

Compensation Policy of Bank is designed to cover areas relating to unauthorized debiting of account, unauthorized Electronic Banking transactions, Payment of interest to customers for delay in collection of cheques / instruments, payment of cheques after acknowledging stop payment instructions, remittances within India, lending etc. The policy is based on principles of transparency and fairness in treatment of the customers and regulatory guidelines.

2.2 Objective:

The objective of the Policy is to establish a system, whereby the customer is compensated for the financial loss due to deficiency in service or an act of omission or commission directly attributable to the Bank. The customer, as far as possible, will be compensated without having to ask for it.

The Policy covers only compensation for financial losses which customer might incur due to deficiency in the services offered by the Bank, which can be measured directly and as such the commitments under the Policy are without prejudice to any right the bank will have in

defending its position before any forum duly constituted to adjudicate banker-customer disputes.

2.3 Scope and Applicability:

The Customer Compensation Policy shall cover the Customer Compensation function of all the Offices of the Bank.

2.4 Policy Contents

The Customer Compensation Policy covers the following aspects, the details of the same have been outlined in the Operational Guidelines of the Policy.

2.4.1. Unauthorized / Erroneous Debit

2.4.1.1. Erroneous Debits arising on fraudulent or other transactions:

If the bank has raised an unauthorized/erroneous direct debit to an account, the entry will be reversed immediately on being informed of the erroneous debit, after verifying the position. In case, the unauthorized / erroneous debit has resulted in a financial loss to the customer by way of reduction in the minimum balance applicable for payment of interest on Savings Fund deposit or payment of additional interest to the bank in a loan account, the bank will compensate the customer for such loss. Further, if the customer has suffered any financial loss incidental to return of a cheque or failure of direct debit instruction due to insufficiency of balance on account of the unauthorized/erroneous debit (other than those on account of third-party breaches), the bank will compensate the customer to the extent of such financial losses after taking into consideration all relevant factors.

2.4.1.2. Liability of a Customer or Bank in unauthorized electronic Banking Transactions:

2.4.1.2.1. Zero Liability of a Customer

a). A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following events:

b). Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer).

c). Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication. Here, the communication means information to customer through SMS, mails, passbook and other means.

2.4.1.2.2. Limited Liability of a Customer

A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:

a). In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials (viz., User ID, Passwords, PIN, MPIN, OTP, Card Details, Mobile Device sharing or any other credential that may be defined by the Bank), the customer will bear the entire loss until he reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the bank.

b). In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the bank nor with the customer, but lies elsewhere in the system and the I&A Division Circular NO. 39/2024 Customer Compensation Policy 2024-25

customer notifies such transaction on fourth to seventh day after receiving the communication from the bank (here, the communication to customer means information to customer through SMS, mails, passbook and other means), the per transaction liability of the customer shall be limited to the transaction value or the amount mentioned in Table1, whichever is lower.

Table1 Maximum Liability Customer

TYPE OF ACCOUNT	MAXIMUM LIABILITY (RS.)
BSBD ACCOUNTS	5000
ALL OTHER SB ACCOUNTS	10000
Pre-paid Payment instruments and Gift Cards	
Current/Cash Credit/overdraft Accounts of MSMEs	
Current Accounts/ Cash Credit/ Overdraft Accounts of individuals with annual average balance (during 365 days preceding the incidence of fraud)/limit up to Rs. 25 lakhs	
All other Current/Cash Credit/Overdraft Accounts	25000

c). Further, if the delay in reporting is beyond seventh working day, the customer liability shall be determined as under:

The customer will bear the entire loss until he reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the bank. However, depending on case-to-case basis, Bank may compensate customer an amount of maximum Rs 25000/- (if reported within 30 days), irrespective of the fact whether there is single or multiple number of transactions or transaction amount, whichever is lower.

Overall liability of the customer in third party breaches, where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, is summarized in the Table 2:

Table-2 Summary of Customer's Liability

Time taken to report the fraudulent transaction from the date of receiving the communication	<u>Customers' liability (Rs.)</u>
Within 3 working days	Zero Liability
Within 4th to 7 th working day	The transaction value or the amount mentioned in table1, whichever is lower.
Beyond 7 th Working day	The customer will bear the entire loss until he reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the bank. However, depending on case to case basis, Bank may compensate customer an amount of maximum Rs 25000/- (if reported within 30 days) irrespective of the fact whether there is single or multiple number of transactions or transaction amount whichever is lower.

2.4.2. Reversal Timeline for Zero Liability/ Limited Liability of a Customer:

On being notified by the customer, the Bank shall credit (shadow reversal) the amount involved in the unauthorized electronic transaction to the customer's account within 10 working days from the date of such notification by the customer (without waiting for settlement of insurance claim if any). The credit shall be value dated to be as the date of unauthorized transaction.

2.4.3. Burden of Proof:

The burden of proving the customer liability in case of unauthorized electronic Banking transactions shall lie on the Bank. Such cases of Zero liability / limited liability of customers and compensation amount shall be examined and decided by Digital Banking Division in case of unauthorized and fraudulent electronic transactions.

2.4.4. In case verification of the entry reported to be erroneous by the customer does not involve a third party:

The bank will endeavour to complete the process of verification within a maximum period of seven working days from the date of reporting of erroneous debit. In case, the verification involves a third party or where verification is to be done at overseas centres, the bank shall complete the verification process within a maximum period of one month from the date of reporting of erroneous transaction by the customer.

2.4.5. The compensation on account of delays in collection of instruments would be as indicated in the bank's collection of cheques and instruments policy.

2.4.6. Payment of Cheques after Stop Payment Instructions

In case a cheque has been paid after stop payment instruction is acknowledged by the bank, the bank shall reverse the transaction within two working days after receiving the intimation and give value-dated credit to protect the interest of the customer. Any consequential financial loss to the customer will be compensated as provided under para 2.1 of operational guidelines.

2.4.7. ECS direct debits / other debits to accounts:

2.4.7.1. The bank will undertake to carry out direct debit / ECS debit instructions of customers in time. In the event the bank fails to meet such commitments, customer will be compensated to the extent of any financial loss customer would incur on account of delay in carrying out the instruction/ failure to carry out the instructions.

2.4.7.2. The bank would debit the customer's account with any applicable service charge as per schedule of charges notified by the bank from time to time and displayed on bank's website www.shgb.co.in, which will be a notice to the public at large. In the event the bank levies any charge in violation of the arrangement, the bank will reverse the charges when pointed out by the customer subject to scrutiny of agreed terms and conditions. Any consequential financial loss to the customer will also be compensated.

2.4.8. Delay in collection of local cheques and other Negotiable Instruments:

All cheques and other negotiable instruments payable locally would be presented through the Clearing System prevailing at the centre. Bank would give credit to the customer account on the day the clearing settlement takes place.

2.4.9. Interest for delayed collection shall be paid at the following rates:

If the proceeds of cheque under collection were to be credited to Savings Bank or Current account of the customer, interest at the rate of Saving Bank Rate for the period of delay beyond 3 working days would be paid.

If the proceeds of cheque under collection were to be credited to an overdraft/loan account of the customer, interest will be paid at the rate applicable to the overdraft/loan account beyond 3 working days.

2.4.10. Delays in Collection of Outstation Cheques and other Negotiable Instruments in India

As part of the compensation policy of the bank, the bank will pay interest to its customer on the amount of collection instruments in case there is delay in giving credit beyond the time specified in Bank's Cheque Collection Policy. Such interest shall be paid without any demand from customers in all type of accounts.

There shall be no distinction between instruments drawn on the bank's own branches or on other banks for the purpose of payment of interest on delayed collection.

Interest for delayed collection shall be paid at the following rates:

- a) If the proceeds of cheque under collection were to be credited to Savings Bank or Current account of the customer,
 - (i) Savings Bank rate for the period of delay beyond 7/10/14 days as the case may be in collection of outstation cheques.
 - (ii) Where the delay is beyond 14 days but up to 90 days, interest will be paid at the rate applicable to term deposit for the corresponding period or Saving Bank rate, whichever is higher.
 - (iii) In case of extraordinary delay, i.e., delays exceeding 90 days interest will be paid at the rate of 2% above the rate applicable to term deposit for the corresponding period.
- b) If the proceeds of cheque under collection were to be credited to an overdraft / loan account of the customer, If the proceeds of cheque under collection were to be credited to an overdraft/loan account of the customer, interest will be paid at the rate applicable to the overdraft/loan account.

Interest will be paid at the rate applicable to the loan account. For extraordinary delays, i.e., delays exceeding 90 days interest will be paid at the rate of 2% above the rate applicable to the loan account.

It may be noted that interest payment as given above would be applicable only for instruments sent for collection within India and when the amount calculated is Rs.10/- and above. Interest amount will be rounded off to the nearest rupee.

2.4.11. Payment of Penal Interest for delayed credit/ refunds of NEFT transactions

In case of delay in crediting the beneficiary customer's account or in returning the un-credited amount to the remitter in case of NEFT, Bank shall pay penal interest at the current RBI LAF Repo Rate plus two percent for the period of delay/till the date of refund as the case may be to the affected customers Suo-moto, without waiting for claim from customers.

Customer Facilitation Centres (CFCs) have been established by NPCI to handle customer queries / complaints regarding NEFT transactions. The contact details of CFCs are available on website of the sponsor Bank as well as the website of RBI for easy availability to the customers.

I&A Division Circular NO. 39/2024 Customer Compensation Policy 2024-25

2.4.12. Cheques/Instruments lost in transit / in clearing process/ at paying bank's branch:

In the event a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying bank's branch, the bank shall immediately on coming to know of the loss, bring the same to the notice of the account holder so that the account holder can inform the drawer to record stop payment and take care that cheques, if any, issued by him/her are not dishonoured due to non-credit of the amount of the lost cheques / instruments. The bank would provide all assistance to the customer to obtain a duplicate instrument from the drawer of the cheque.

The bank will compensate the account holder in respect of instruments lost in transit in the following way:

a) In case intimation regarding loss of instrument is conveyed to the customer beyond the time limit stipulated for collection (7/10/14 days as the case may be) interest will be paid for the period exceeding the stipulated collection period at the rates specified under clause 2.4.

b) In addition, bank will pay interest on the amount of the cheque for a further period of 15 days at Savings Bank rate to provide for likely further delay in obtaining duplicate cheque/instrument and collection thereof.

c) The bank would also compensate the customer for any reasonable charges he/she incurs in getting duplicate cheque/instrument upon production of receipt, in the event the instrument is to be obtained from a bank/ institution who would charge a fee for issue of duplicate instrument.

2.4.13. Delay in Issue of duplicate draft

Duplicate draft will be issued within a fortnight from the receipt of such request from the purchaser along with submission of documents as prescribed by the bank. For delay beyond the above stipulated period, interest at the rate applicable for fixed deposit of corresponding period will be paid as compensation to the customer for such delay. The period of fortnight prescribed would be applicable only in cases where the request for duplicate demand draft is made by the purchaser or the beneficiary and would not be applicable in the case of third-party endorsements.

2.4.14. Delay in disbursement of revised pension and arrears

All the pensioners are compensated for the delayed period, if delay is on the part of the Bank, beyond the due date at a fixed interest rate of 8%.

Compensation shall be credited automatically without any claim from the pensioner on the same day when the bank affords the credit.

2.4.15. Violation of the Code by Bank's agent

In the event of receipt of any complaint from the customer that Bank's representative/ courier or Direct Selling Agent (DSA) has engaged in any improper conduct or acted in violation of the Code of Bank's Commitment to Customers which the bank has adopted voluntarily, the bank is committed to investigate the matter and endeavour to communicate the findings to the customer within 7 working days from the date of receipt to complaint and wherever justified, compensate the customer for financial losses, if any, as contemplated under this policy.

2.4.16. Transaction of "at par instruments" of Co-operative Banks

I&A Division Circular NO. 39/2024 Customer Compensation Policy 2024-25

Bank will not honour Cheques drawn on current accounts maintained by co-operative banks with it unless arrangements are made for funding cheques issued. Issuing bank shall be responsible to compensate the cheque holder for non-payment/ delayed payment of cheques in the absence of adequate funding arrangement.

2.4.17. Lender's liability: Commitments to borrowers

The bank has adopted the principles of lender's liability. In terms of the guidelines for lender's liability, and the Code of Bank's Commitment to Customers adopted by the bank, the bank would return to the borrowers all the securities/documents/title deeds to mortgaged property within 15 days of repayment of all dues agreed to or contracted. The bank will compensate the borrower for monetary loss suffered, if any due to delay in return of the same. In the event of loss of title deeds to mortgaged property at the hands of the banks, the compensation will cover out of pocket expenses for obtaining duplicate documents plus a lumpsum amount as decided by the bank.

2.4.17.1 Compensation for delay in release of Movable / Immovable Property Documents

In case of delay in releasing of original movable / immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Bank shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the Bank, it shall compensate the borrower at the rate of ₹5,000/- for each day of delay.

In case of loss/damage to original movable / immovable property documents, either in part or in full, the Bank shall assist the borrower in obtaining duplicate/certified copies of the movable / immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated above. However, in such cases, an additional time of 30 days will be available to the Bank to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.

PERSONAL LOANS for these provisions refers to loans given to individuals and consist of (a) consumer credit, (b) education loan, (c) loans given for creation/ enhancement of immovable assets (e.g., housing, etc.), and (d) loans given for investment in financial assets (shares, debentures, etc.).

2.4.18. Customers' Responsibility

Bank will not be responsible for the loss to the customers due to customer's carelessness in keeping the Cheque book, passbook, cards, PIN or other security information and not following Do's and Don'ts issued by Bank, until the Bank has been notified by the customer.

Bank will not be responsible for the loss to the customer, if the customer acts fraudulently and/or acts without reasonable care which has resulted into loss to him/her. Bank will also not be responsible for the losses arising out of misuse of lost PIN, compromise of passwords/secured or confidential information, until the time the Bank has been notified and has taken steps to prevent misuse.

Customers must register for SMS alerts and wherever available register for e-mail alerts, for electronic banking transactions. The SMS alert shall mandatorily be sent to the customers, while email alerts may be sent wherever registered.

The customers must notify any unauthorised electronic banking transaction at the earliest, after the occurrence of such transaction to Bank at contact centres/ branch/ SMS etc., as per details available in Grievance Redressal Policy of the Bank.

2.4.18.1. No changes/corrections should be carried out on the cheques. For any changes in the payee's name, courtesy amount (amount in figures) or legal amount (amount in words), etc. except change in the date for validation period, fresh cheque forms should be used by customers. This will help the bank to identify and control fraudulent alterations.

2.4.18.2. Reduction of validity of cheque/draft /pay-order/Banker's cheque from 6 months to 3 months w.e.f. 01.04.2012.

2.4.18.3. Dishonour/Return of cheques: Bank needs to mention the 'Date of Return' & sign/initial the Cheque Return Memo and the Objection Slip is to be signed/initialled giving therein a definite and valid reason for refusing payment, as prescribed in Rule 6 of the Uniform Regulations and Rules for Bankers' Clearing Houses (URRBCH). This will enable the holder of the instrument to have legal recourse against the drawer of the cheque.

2.4.19. Wealth Management Products

Bank is a corporate agent and distributor of insurance and mutual fund products respectively. For any deficiencies in services bank will assist customers to raise their grievances with the tie-up partners. For any deficiencies in service at bank level raised by the customer, the issue will be examined by the bank and if the lapse on part of the bank is confirmed (mis-selling) customer will be compensated as per the provisions of these policies.

2.4.20. Other areas of deficiencies in services:

2.4.20.1. Where loan has been allowed against Bank's own Fixed Deposit Receipt and the Branch, after maturity of the FD does not adjust the loan account and thereby interest is charged on the loan outstanding, excess interest charged thereof in the loan account will be refunded to the customer.

2.4.20.2. Where the Branch after adjustment of the loan account does not remit/ credit the remaining amount of the pledged FD to the customer's account but keeps the balance in Sundry Account, the Bank will compensate to the customer the interest as payable for the amount kept in the Sundry account at Savings Bank Rate, if the customer has not been duly informed.

2.4.20.3. Where loan has been allowed against NSCs, KVPs, LIC policy and the Branch, after maturity of the instruments, does not collect the proceeds of the instruments in question from the concerned Post Offices/ LIC Offices, thereby charging interest in the loan account is continued, excess interest so charged in the loan account will be reversed to the customer immediately.

2.4.21. Customer compensation for delayed reversal of digital failed transactions

Bank has a detailed framework for auto-reversal of the failed Digital transactions and compensation, in events of delay beyond the prescribed Turnaround Time (TAT).

2.4.22. Other unauthorized actions of the Bank leading to a financial loss to Customer

A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following events:

2.4.22.1. Contributory fraud/negligence/deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer).

I&A Division Circular NO. 39/2024 Customer Compensation Policy 2024-25

2.4.22.2. Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication. Here, the communication means information to customer through SMS, mails, passbook and other means.

2.4.23. Customer Compensation in various incidents involving Safe Deposit Vault (Lockers):

The Customer Compensation Policy in respect of incidents involving Safe Deposit Vault (Lockers), shall be governed by GAD Cir No. 05/2023 dated 01.02.2023, or any subsequent changes introduced from time to time.

2.4.24. Disclaimer Clause

Notwithstanding anything contained herein above, the Bank shall not pay any compensation in the following cases:-

- i) Any deficiency regarding loans and advances activities of the Bank.
- ii) Dishonour of at par payment agreement with other banks, due to non-funding and security compliance.
- iii) Delays on account of non-functioning of business due to factors beyond the control of the Bank and the period covered by such events shall be omitted for calculation of delay, etc.
- iv) Where the issues are sub-judice and pending before Courts, Ombudsman, Arbitrator, Government and matter put on hold due to stay.

2.4.25. Force Majeure

The Bank shall not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other "Acts of God", war, damage to Bank's facilities or of its correspondent bank(s), absence of the usual means of communication or all types of transportation, etc.) beyond the control of Bank prevents it from performing its obligations within the specified service delivery parameters.

2.4.26. Authority for Operational Guidelines

The Operational Guidelines duly approved by Standing Committee on Customer Service, shall be derived from the guiding principles enlisted at Para 2.1 with the objective to improve the Compliance of various regulatory/statutory guidelines issued on the subject matter.

2.4.27. Disclosure of the Policy:

The complete policy document (both Part I and Part II) shall be placed on Bank's Intranet for access to all the concerned staff members and only Part 1 – Policy Document shall be placed at the Bank's Website for access to Public.

2.4.28. Ownership of the Policy:

The ownership of the Policy in terms of its review/modification/approval shall lie with HO: I&AD. However, the implementation of various aspects of the Policy shall lie with the concerned Owner Division of the Product/Service/Process and respective Regional Offices.

2.4.29. Validity and Review of the Policy:

The policy will be effective from 01.04.2024 and valid up to 31.03.2025. The policy shall be subject to annual review.

Further, Standing Committee on Customer Service headed by Chairman shall be authorised to:

- a. Incorporate any changes necessitated in the policy for the interim period up to the next review, due to regulatory pronouncements made during the validity period of the policy; and
- b. Extend validity of both the Policy (Part-I) and Operational Guidelines (Part-II) for a period up to three (3) months, however such extension of validity of the Policy (Part-I) shall be subject to ratification by the Board.

2.4.12. Reporting:

The Bank shall put in place a suitable mechanism and structure for the reporting of the customer liability cases to the Board or one of its Committees. The reporting shall, inter alia, include volume/number of cases, viz., card present transactions, card not present transactions, internet banking, mobile banking, ATM transactions, etc.

The Standing Committee on Customer Service in Bank shall periodically review the unauthorised electronic banking transactions reported by customers or otherwise, as also the action taken thereon, the functioning of the grievance redressal mechanism and act appropriately to improve the system and procedures. All such transactions shall be reviewed by the bank's internal auditors.

2.4.13. Relaxation/Deviations/Exclusions:

NIL

OPERATIONAL GUIDELINES FOR CUSTOMER COMPENSATION

1. POLICY REFERENCE:

The Operational Guidelines in terms of the Customer Compensation Policy, which is based on the guiding principles enlisted in the following Circulars/Guidelines, have been issued to improve the Compliance of various regulatory/statutory guidelines issued on the subject matter:

- (i). RBI Master Circular on Customer Service in Banks” circulated vide RBI/2013-14/589 RPCD.CO.RRB.BC.No.100 / 03.05.33/2013-14 dated May 12, 2014.
- (ii). RBI circular no. DBR. No.Leg.78/ 09.07.2017-18 dated July,6 2017 on Customer Protection – Limited Liability of customers in Unauthorised Electronic Banking transactions.
- (iii). RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20 dated 20.09.2019

2. GUIDELINES DETAILS:

The broad overview of the Policy Guidelines mentioned below have been covered in Part – I, the main policy document. The Operational Guidelines, with the view to provide requisite clarity and directions, are as under:

2.1. Customer compensation for delayed reversal of digital failed transactions

Bank has a detailed framework for auto-reversal of the failed Digital transactions and compensation, in events of delay beyond the prescribed Turnaround Time (TAT).

2.1.2. The principle behind the TAT is based on the following:

a. If the transaction is a ‘credit-push’ funds transfer and the beneficiary account is not credited while the debit to originator has been effected, then credit is to be effected within the prescribed time period failing which the penalty has to be paid to the beneficiary;

b. If there is delay in initiation of a transaction at the originator bank’s end beyond the TAT, then penalty has to be paid to the originator.

2.1.3. A ‘failed transaction’ is a transaction which has not been fully completed due to any reason not attributable to the customer such as failure in communication links, non-availability of cash in an ATM, time-out of sessions, etc. Failed transactions shall also include the credits which could not be effected to the beneficiary account on account of lack of full information or lack of proper information and delay in initiating a reversal transaction.

2.1.4. Terms like, Acquirer, Beneficiary, Issuer, Remitter, etc., have meanings as per common banking parlance.

2.1.5. ‘T’ is the day of transaction and refers to the calendar date.

2.1.6. ‘R’ is the day on which the reversal is concluded and the funds are received by the issuer / originator. Reversal should be effected at the issuer / originator end on the same day when the funds are received from the beneficiary end.

2.1.7. The term bank includes non-banks also and applies to them wherever they are authorized to operate.

2.1.8. Domestic transactions i.e., those where both the originator and beneficiary are within India are covered under this framework.

2.1.9. Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems:

SN	Description of the incident	Framework for auto-reversal and compensation	
		Timeline for auto-reversal	Compensation payable
1	Automated Teller Machines (ATMs) including Micro-ATMs		
(a)	Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transaction within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.
2	Card Transactions		
a	Point of Sale (PoS) (Card Present) including Cash at PoS Account debited but confirmation not received at merchant location i.e., charge-slip not generated.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
b	Card Not Present (CNP) (e-commerce) Account debited but confirmation not received at merchant's system.		
3	Immediate Payment System (IMPS)		
a	Account debited but the beneficiary account is not credited.	If unable to credit to beneficiary account, auto reversal (R) by the Beneficiary bank latest on T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
4	Unified Payments Interface (UPI)		
a	Account debited but the beneficiary account is not credited (transfer of funds).	If unable to credit the beneficiary account, auto reversal (R) by the Beneficiary bank latest on T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
b	Account debited but transaction confirmation not received at merchant location (payment to merchant).	Auto-reversal within T + 5 days.	₹100/- per day if delay is beyond T + 5 days.
5	Aadhaar Enabled Payment System (including Aadhaar Pay)		
a	Account debited but transaction confirmation not received at merchant location.	Acquirer to initiate "Credit Adjustment" within T + 5 days.	₹100/- per day if delay is beyond T + 5 days.
b	Account debited but beneficiary account not credited.		
6	Aadhaar Payment Bridge System (APBS)		
a	Delay in crediting beneficiary's account.	Beneficiary bank to reverse the transaction within T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
7	National Automated Clearing House (NACH)		
a	Delay in crediting beneficiary's	Beneficiary bank to reverse	₹100/- per day if

	account or reversal of amount.	the uncredited transaction within T + 1 day.	delay is beyond T + 1 day.
b	Account debited despite revocation of debit mandate with the bank by the customer.	Customer's bank will be responsible for such debit. Resolution to be completed within T + 1 day.	
8	Prepaid Payment Instruments (PPIs) – Cards / Wallets		
a	Off-Us transaction The transaction will ride on UPI, card network, IMPS, etc., as the case may be. The TAT and compensation rule of respective system shall apply.		
b	On-Us transaction Beneficiary's PPI not credited. PPI debited but transaction confirmation not received at merchant location.	Reversal effected in Remitter's account within T + 1 day.	₹100/- per day if delay is beyond T + 1 day.

2.1.10. Powers for payment of compensation: Financial powers at different levels for allowing payment of consequential financial losses are given as under:

Competent Authority	Amount involved per reference (Rs. In lakhs)
Branch/Back Office	Nil
ROCAC	0.10
HOCAC I	2.50
HOCAC II	Full

The procedure for payment the same will be as per I&AD Circular No. 19/2023 dated 31.03.2023 related to Penalties Imposed by Regulatory and Other Statutory Authorities. However, no power is vested with Regional Manager. The composition and quorum of HOCAC-I & HOCAC-II will be as per the Credit Policy.

3. VALIDITY AND REVIEW OF THE POLICY:

The policy will be effective from 01.04.2024 and valid up to 31.03.2025. The policy shall be subject to annual review.

Further, Standing Committee on Customer Service headed by Chairman shall be authorised to:

- Incorporate any changes necessitated in the policy for the interim period up to the next review, due to regulatory pronouncements made during the validity period of the policy; and
- Extend validity of both the Policy (Part-I) and Operational Guidelines (Part-II) for a period up to three (3) months, however such extension of validity of the Policy (Part-I) shall be subject to ratification by the Board.

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