

**POLICY ON CUSTOMER EXPERIENCE**

**2021-22**

**VERSION 2.0**

**CUSTOMER SERVICE CELL**

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*Policy Certification*

**Title** **Policy on Customer Experience**

**Version** **2.0**

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**The policy comprises the following 2 sections:**

**SECTION A:** POLICY ON GENERAL MANAGEMENT AND CUSTOMER RIGHTS

**SECTION B:** POLICY ON CUSTOMER GRIEVANCE REDRESSAL AND  
COMPENSATION OF DEFICIENCY IN SERVICE

<b>Section A : Policy on General Branch Management and Customer Rights</b>	<b>8</b>
1. Purpose of the Policy	8
2. Scope of Application	8
3. Objectives of the Policy	8
4. Regulatory Reference	8
5. Composition / Resources	8
6. General Management of the branches	8
7. Scope of the Policy	9
8. Force Majeure	11
9. Customer Rights – Roles and Responsibilities	12
Right to Fair Treatment:	12
Right to Transparency, Fair and Honest Dealing	13
Right to Suitability:	15
Right to Privacy	15
Right to Grievance Redress and Compensation	16
10. Review of the policy	17

**Section B: Policy on Customer Grievance Redressal and compensation for deficiency in service** .....

<b>Section B: Policy on Customer Grievance Redressal and compensation for deficiency in service</b> .....	18
1. Purpose of the Policy .....	18
2. Scope of Application .....	18
3. Objectives of the Policy.....	18
4. Regulatory Reference: .....	19
5. Customers Grievance Redressal policy .....	18
6. Principles .....	19
7. Committees – Roles & Responsibilities .....	20
7.1 Customer Service Committee of the Board .....	20
7.2 Standing Committee on Customer Service: .....	20
7.3 Nodal Officer and other designated officials to handle complaints and grievances .....	21
7.4 Internal Ombudsman for the Bank .....	22
7.5 Branch Level Customer Service.....	21
7.6 Banking Ombudsman.....	22
8. Mandatory display requirements .....	22
9. Resolution of Grievances / Resources .....	23
10. Interaction with customers.....	25
11. Sensitising operating staff on handling complaints .....	26
12. Anonymous and Pseudonymous complaints .....	26
13. Reporting of Complaints.....	26
Policy on Compensation to Customers for deficiency in services .....	27
1. Introduction .....	27
2. Objectives of the Policy.....	27
3. Definitions of Certain Terms used.....	28
4. Quantum of Compensation and time limit on specific occasions .....	28
5. Issue of Duplicate Draft and Compensation for delays .....	33
6. Violation of the Code by Banks agent / Bank acting as Agent.....	33
7. Transaction of At Par Instruments of Co-operative banks .....	34
8. Turn Around Time(TAT) and Customer compensation for failed transactions:....	34
9. Reversal of erroneous debits arising on Fraudulent or Other Transactions .....	34
10. Lenders Liability: Commitments to borrowers .....	39
11. ATM Failure .....	40
12. Relief / Savings Bonds .....	40

13. Pension Payment to Central/State Government Pensioners.....	40
14. Award of Compensation .....	41
15. Authority for interpretation of this Policy .....	41
16. Customers' responsibility .....	41
17. Disclaimer Clause.....	42
18. Force Majeure .....	42
19. Conclusion .....	42
20. Review of the policy .....	42

## **SECTION A: POLICY ON GENERAL MANAGEMENT AND CUSTOMER RIGHTS**

### **1. Purpose of the Policy**

The purpose of the General Branch Management and Customer Rights Policy document is to provide infrastructure, good ambience and to create awareness on Customer Rights among customers. The Policy spells out the rights of the customer and also the responsibilities of the Bank.

### **2. Scope of Application**

The policy is applicable to all business and operation units of the Bank including branches, third party vendors engaged in providing the service. All employees shall be familiar with the contents of this document and should exercise sound judgment to act within the policy framework in their daily work.

### **3. Objectives of the Policy**

This Policy sets out the broad parameters regarding provision of various infrastructure facilities to improve the customer service and create awareness among the customers about their rights. Banking being a service industry, customer is of prime importance. In this era of competition, retaining the existing client is as important as bringing the new clients into our fold. This would be possible only if customer rights are protected.

### **4. Regulatory Reference**

Important instructions issued by Reserve Bank of India on Customer Service vide Master Circular No. DBR.NO.Leg.BC.21/09.07.006/2015-16 dated 01.07.2015

### **5. Composition / Resources**

**Section A contains two sub divisions**

- i. General Management of the branches**
- ii. Customer Rights**

### **6. General Management of the branches**

The Policy for General Management of the Branches is a reflection of our ongoing efforts to provide better service to our customers and setting higher standards for performance. This Policy is based on the principles of transparency and fairness in the treatment of customers. Our Bank's systems are oriented towards providing better customer service. A customer normally expects that:-

- a. Banking needs are well taken care of and to be offered the latest banking avenues.
- b. The schemes launched by the Bank to be innovative, competitive and to give 'Value for Money'
- c. To be well received and provided with proper infrastructure facilities.
- d. To be properly guided and doubts if any are cleared in the local language
- e. The ambience of the branch is kept clean and well organized

- f. That an atmosphere of warmth and understanding prevails

## 7. **Scope of the Policy**

This policy covers the following aspects:

- i. Providing infrastructure facilities by branches to customers
- ii. Providing separate '**May I Help You**' counters
- iii. Displaying indicator boards and posters
- iv. Floor Managers to help customers in putting their transactions.
- v. Providing details of service and facilities
- vi. Use of Hindi and regional languages in transacting business
- vii. Security system in branches
- viii. Wearing of identity cards by the employees.
- ix. Periodic job rotation amongst the staff
- x. Training to staff
- xi. Visit of senior officials to branches.
- xii. Rewarding best branches from customer service point of view.
- xiii. Customer service audit, customer surveys.
- xiv. Periodical Customer Service Committee Meets.
- xv. Establishing a New Product and Services Approval Process
- xvi. Implementation of the Policy.

### ***The Policy for General Management of the Branches deals with:***

***i. Providing infrastructure facilities by the branches to customers:***

It is our endeavour to provide adequate space to the customers to enable them to complete their banking needs. Branches within the available space have to plan the layout such that seating arrangements are provided to all the customers including pensioners, senior citizens and physically challenged persons. Branches would provide a separate queue for senior citizens and physically challenged persons. All the branches to provide hygienic drinking water facility to the needy customers. Dealing staff are to be more sensitive to the needs of senior citizens and physically challenged persons for portraying human touch at all times.

***ii. Providing separate 'May I Help You' counters:***

***Exceptionally large and Very large*** branches to ***have "Enquiry" or "May I Help You" counters exclusively.*** Except small branches, remaining branches to have ***"May I Help You"*** counters combined with other duties located near the entry point of the banking hall.

***iii. Displaying indicator boards and posters***

At all the counters in trilingual at all the Branches and business posters at semi-urban and rural branches in the regional languages concerned: To ensure banking facilities percolate to the vast sections of the population, branches have to display indicator board at all the counters in trilingual (English, Hindi and the regional languages concerned) and display business posters at semi-urban and rural branches in the regional languages concerned.

**iv. Floor Assistant/Manager to help customers:**

Any staff member (preferably a clerical staff member, who is a member of the Marketing Committee) has to act as the **Floor Assistant/ Manager** for taking care of the inquiries and requirements of the customers. Floor Assistant/ Manager is expected to give a patient hearing to the customers and help the customers in putting in their transactions.

**v. Providing details of service and facilities**

Providing customers with booklets consisting of all details of services and facilities available at the bank in Hindi, English and regional languages concerned. As our dealings with the customers rest on ethical principles of integrity and transparency, Bank's brochures/booklets should contain the details of products and services in Hindi, English and regional languages concerned.

**vi. Use of Hindi and regional languages in transacting business:**

In today's highly competitive environment, 'Customer Ecstasy' can be achieved with effective communication in a language known to the customer. All the staff members have to use English or Hindi or regional language while transacting business with customers including communications to customers.

**vii. Security system in the branches:**

Customers expect the security system in their Bank branches to be adequate to enable them to complete their financial transaction with confidence. Security Officers from Zonal Offices concerned would visit the branches at least once in six months to verify the security aspects and give suggestions for improvement. Bank staff to be more vigilant during business hours and increase the surveillance in case of need. Installation of CCTVs in the branches will instil confidence amongst the staff and the public.

**viii. Wearing of identity cards by the employees**

Customers expect that they should know to whom they are talking to or dealing with. As such, wearing of identity card by the staff members is compulsory while on duty. Non-wearing of Identity card shall be construed as minor misconduct.

**ix. Periodic job rotation amongst the staff**

Job rotation will give an opportunity for the staff to become well versed with the work in other sections and will enable them to perform their duties efficiently anywhere to the satisfaction of customers and the higher officials. Job rotation is effected to staff at Corporate Office/ Administrative Offices/branches. Job rotation for clerical staff, other than those jobs attracting special allowance, is effected once in every three months, except in the case of Loans/ Advances department and Foreign Exchange department where the job rotation is effected, after completion of a minimum period of 12 months in Metropolitan/ Large city branches.

x. **Training to staff:**

Training to staff has to be a continuous process and everybody in the Bank is to be given the opportunity to enhance their knowledge and sharpen their professional skills. Training Centers have to include a session on customer service as an integral part of all the training programmes. Training in technical areas of banking are also to be given to eligible identified staff and Bank has to adopt innovative ways of training/delivery ranging from job cards to roving faculty to video conferencing.

xi. **Visit of senior officials to branches**

Visit by senior officials from Zonal Offices & Corporate Office: Zonal Manager will visit all the branches in their Zones at least once in a half-year.

xii. **Rewarding best branches from customer service point of view.**

Branches are rewarded on Annual performance on various business parameters. To recognize the branches which excel in extending customer service, one branch in each Zone can be selected as best branch in Customer service.

xiii. **Customer service audit, customer surveys.**

Bank will conduct periodical surveys to get feedback from customers and their expectations from the Bank to assess the overall level of customer service of our Bank across the country.

xiv. **Periodical Customer Service Committee Meets.**

Branches/ Zonal Offices have to conduct monthly customer service committee meetings and send compliance to Zonal Offices/ Corporate Office as per the existing guidelines.

xv. **Establishing a New Product and Services Approval Process**

Board approval has to be taken for any New Product and Service, especially on issues which compromise the rights of the Common Person.

xvi. **Implementation of the Policy.**

To ensure the intent of the policy is translated into the content and its translation into proper procedures: The Branch visit report covers all the aspects referred in this policy. As such, the inspecting/visiting officials will oversee the implementation of the Policy and ensure compliance.

8. **Force Majeure**

The Bank shall not be liable on account of noncompliance, if some unforeseen event (including but not limited to civil commotion, sabotage, accident, fire, natural disasters or other "Acts of God", war, damage to the bank's facilities or absence of usual means of communication or all types of transportation, etc.) beyond the control of the

Bank which may prevent it from performing its obligations within the specified delivery parameters.

**9. Customer Rights – Roles & Responsibilities:**

Customer protection is an integral aspect of financial inclusion. The following comprehensive Customer Rights Policy based on domestic experience and global best practices is brought out to enhance such protection.

The Customer Rights Policy enshrines basic rights of the customers of the banks regulated by the Reserve Bank of India. It spells out the rights of the customer and also the responsibilities of the bank. The Policy applies to all products and services offered by the bank or its agents, whether provided across the counter, over phone, by post, through interactive electronic devices, on internet or by any other method.

**a. Right to Fair Treatment:**

Both the customer and the financial service provider have a right to be treated with courtesy. The customer should not be unfairly discriminated against on grounds such as gender, age, religion, caste and physical ability when offering and delivering financial products.

In pursuance of the above Right, bank will -

- i) Promote good and fair banking practices by setting minimum standards in all dealings with the customers;
- ii) Promote a fair and equitable relationship between the bank and the customer;
- iii) Train bank staff attending to the customers, adequately and appropriately;
- iv) Ensure that staff members attend to customers and their business promptly and courteously;
- v) Offering digital banking and payment systems in a secure, convenient and robust technological environment
- vi) Treat all customers fairly and not discriminate against any customer on grounds such as gender, age, religion, caste, literacy, economic status physical ability, etc. Bank may, however, have special schemes or products which are specifically designed for members of a target market group or may use defensible, commercially acceptable economic rationale for customer differentiation. Bank may also have schemes or products as part of an affirmative action such as for women or backward classes. Such schemes / products will not be tantamount to unfair discrimination. The rationale for such special schemes or terms will be explained by bank wherever required;
- vii) Ensure that the above principle is applied while offering all products and services;
- viii) Offer digital banking and payment services in a secure, convenient and robust technological environment.
- ix) Ensure that the products and services offered are in accordance with relevant laws and regulations and are appropriate to Customer's needs and in line with the banking scenario, including digital banking.

While it shall be the endeavour of the bank to provide their customers with hassle free and fair treatment, bank would expect their customers to behave courteously and honestly in their dealings with the bank.

It shall also be the bank's endeavour to encourage their customers to approach the bank's internal grievance redressal machinery and approach alternate forum after exhausting all their remedies under bank's internal grievance mechanism.

**b. Right to Transparency, Fair and Honest Dealing**

The financial service providers make every effort to ensure that the contracts or agreements it frames are transparent, easily understood by and well communicated to the common person. The product's price, the associated risks, the terms and conditions that govern use over the product's life cycle and the responsibilities of the customer and financial service provider, should be clearly disclosed. The customer should not be subjected to unfair business or marketing practices, coercive contractual terms or misleading representations. Over the course of their relationship, the financial service provider cannot threaten the customer with physical harm, exert undue influence, or engage in blatant harassment.

In pursuance of the above Right, the bank will -

- i) Ensure complete transparency so that the customer can have a better understanding of what he or she can reasonably / fairly expect from the bank;
- ii) Ensure that the bank's dealings with the customer rest on ethical principles of equity, integrity and transparency;
- iii) Provide customers with clear information about its products and services, terms and conditions, minimum balance requirements and the interest rates / service charges in simple and easily understandable language, and with sufficient information so that the customer could be reasonably expected to make an appropriate and informed choice of product;
- iv) Ensure that all terms and conditions are fair and set out the respective rights, liabilities and obligations clearly and as far as possible in plain and simple language;
- v) Make known the key risks associated with the product as well as any features that may especially disadvantage the customer to him/her. Most Important Terms and Conditions (MITC) associated with the product or service will be clearly brought to the notice of the customer while offering the product. In general, it will be ensured that such terms will not inhibit a customer's future choice.
- vi) Provide complete information about our products and services, minimum balance requirements, interest rates, fees and service charges besides the terms and conditions applicable to them, in a transparent manner either on the Notice Board in the branches or website or through help-lines or help-desk and wherever appropriate the customer will be informed directly by sending SMS or e mails or through electronic or print media
- vii) Display the minimum balance requirement, if any for Savings Bank Accounts and Current Accounts and the charges for non-maintenance thereof, tariff Schedule on the website and a copy of it will be made available at every branch

- for customer's perusal. Also will display in its branches a notice about the availability of the Tariff Schedule at the branch;
- viii) Give details, in their Tariff Schedule, of all charges, if any, applicable to the products and services chosen by customer;
  - ix) Inform the customer of any change in the terms and conditions through a letter or Statement of Account, SMS or email as agreed by the customer at least one month prior to the revised terms and conditions becoming effective;
  - x) Ensure that such changes are made only with prospective effect after giving notice of one month. If the bank has made any change without giving such notice which is favourable to the customer, it will notify the change within 30 days of such change. If the change is adverse to the customer, prior notice of minimum 30 days will be provided and the customer may be provided options, to close the account or switch to any other eligible account without having to pay the revised charge or interest within 60 days of such notice;
  - xi) Provide information about the penalties to be levied in case of non-observance / breach of any of the terms and conditions governing the product/ services chosen by the customer;
  - xii) Display on public domain the Banks' Policies on Deposits, Cheque Collection, Grievance Redressal, Compensation and Collection of Dues and Security Repossession
  - xiii) Make every effort to ensure that staff dealing in a particular product is properly trained to provide relevant information to customers fully, correctly and honestly;
  - xiv) Ensure to communicate to the applicant within a reasonable time period as decided by the bank about the acceptance / non acceptance of applications submitted for availing a product / service and convey in writing the reasons for not accepting / declining the application. Such period will be notified in the bank's website and also in the application of the particular product or service
  - xv) Communicate unambiguously the information about –
    - a. discontinuation of particular product,
    - b. relocation of their offices
    - c. changes in working hours
    - d. change in telephone/mobile numbers
    - e. Closure of any office or branch - with advance notice of at least 30 days.

Also affirms that disclosure of information is an on-going process through the life-cycle of the product / relationship and will be diligently followed by them.

Ensure to use all possible channels of communication, including web-site, to ensure that information on all changes are made known to the customer upfront;
  - xvi) Advise the customer at the time of selling the product of the rights and obligations embedded in law and/or banking regulation including the need to report any critical incidents that the customer suspect, discover or encounter;
  - xvii) The bank's staff members shall, when approached by the customer for availing a product or service, provide all relevant information related to the product / service and also provide direction to informational resources on similar products

- available in the market with a view to enable the customer to make an informed decision;
- xviii) Not terminate a customer relationship without giving reasonable or contractual prior notice to the customer;
  - xix) Assist the customer in all available ways for managing his/her account, financial relationship by providing regular inputs in the bank's realms such as account statements/passbooks, alerts, timely information about the product's performance, term deposits maturity etc.;
  - xx) Ensure that all marketing and promotional material is clear and not misleading;
  - xxi) Not to threaten the customer with physical harm, exert influence or engage in behaviour that would reasonably be construed as unwarranted harassment. Ensure adherence only to the normal appropriate business practices.
  - xxii) Ensure that the fees and charges on products/services and its structure are not unreasonable to the customer.

**c. Right to Suitability:**

The products offered should be appropriate to the needs of the customer and based on an assessment of the customer's financial circumstances and understanding.

In pursuance of the above Right, the bank will -

- i. Ensure that it has a Board approved policy for assessing suitability of products for customers prior to sale;
- ii. Endeavour to make sure that the product or service sold or offered is appropriate to the customer's needs and not inappropriate to the customer's financial standing and understanding based on the assessment made by it. Such assessment will be appropriately documented in the records
- iii. Sell third party products only if it is authorized to do so, after putting in place a Board approved policy for marketing and distributing third party financial products;
- iv. Not to compel a customer to subscribe to any third party products as a quid-pro-quo for any service availed from the bank;
- v. Ensure that the products being sold or service being offered, including third party products, are in accordance with extant rules and regulations;
- vi. Inform the customer about his responsibility to promptly and honestly provide all relevant and reasonable information that is sought by the bank to enable them to determine the suitability of the product to the customer.

**d. Right to Privacy**

Customers' personal information should be kept confidential unless they have offered specific consent to the financial services provider or such information is required to be provided under the law or it is provided for a mandated business purpose (for example, to credit information companies). The customer should be informed upfront about likely mandated business purposes. Customers have the right to protection from all kinds of communications, electronic or otherwise, which infringe upon their privacy. In pursuance of the above Right, bank will -

- i. Treat customer's personal information as private and confidential (even when the customer is no longer banking with us), and, as a general rule, not to disclose such information to any other individual/institutions including its subsidiaries / associates, tie-up institutions etc., for any purpose unless :
  - a. The customer has authorized such disclosure explicitly in writing
  - b. Disclosure is compelled by law / regulation;
  - c. Bank has a duty to the public to disclose i.e. in public interest.
  - d. Bank has to protect its interests through disclosure
  - e. It is for a regulatory mandated business purpose such as disclosure of default to credit information companies or debt collection agencies
- ii. Ensure such likely mandated disclosures be communicated immediately to the customer in writing
- iii. Shall not use or share customer's personal information for marketing purpose, unless the customer has specifically authorized it;
- iv. Shall adhere to Telecom Commercial Communications Customer Preference Regulations, 2010 (National Customer Preference Registry) issued by Telecom Regulatory Authority of India, while communicating with customers.

**e. Right to Grievance Redress and Compensation**

The customer has a right to hold the financial services provider accountable for the products offered and to have a clear and easy way to have any valid grievances redressed. The provider should also facilitate redressal of grievances stemming from its sale of third party products. The financial services provider must communicate its policy for compensating mistakes, lapses in conduct, as well as non-performance or delays in performance, whether caused by the provider or otherwise. The policy must lay out the rights and duties of the customer when such events occur.

In pursuance of the above Right, bank will –

- i) deal sympathetically and expeditiously with all things that go wrong;
- ii) correct mistakes promptly;
- iii) cancel any charge that has been applied wrongly and by mistake;
- iv) Compensate the customer for any direct financial loss that might have been incurred by the customer due to its lapses.

The bank will also –

- i) Place in public domain its Customer Grievance Redressal Policy, including the grievance redressal procedure available for the customer;
- ii) Place in public domain the compensation policy for delays / lapses in conducting / settling customer transactions within the stipulated time and in accordance with the agreed terms of contract;
- iii) Ensure to have a robust and responsive grievance redressal procedure and clearly indicate the grievance resolution authority who shall be approached by the customer;
- iv) Make grievance redressal mechanism easily accessible to customers;

- v) Advise the customer about how to make a complaint, to whom such a complaint is to be made, when to expect a reply and what to do if the customer is not satisfied with the outcome;
- vi) Display name, address and contact details of the Grievance Redressal Authority / Nodal Officer. The time limit for resolution of complaints will be clearly displayed / accessible at all service delivery locations;
- vii) Inform the complainant of the option to escalate his complaint to the Banking Ombudsman if the complaint is not redressed within the preset time;
- viii) Place in public domain information about Banking Ombudsman Scheme;
- ix) Display at customer contact points the name and contact details of the Banking Ombudsman under whose jurisdiction the bank's branch falls.

Further, the bank will –

- i) Acknowledge all formal complaints (including complaints lodged through electronic means) within three working days and work to resolve it within a reasonable period, not exceeding 30 days (including the time for escalation and examination of the complaint by the highest ranking internal official responsible for grievance redressal). The 30-day period will be reckoned after all the necessary information sought from the customer is received;
- ii) Provide aggrieved customers with the details of the Banking Ombudsman Scheme for resolution of a complaint if the customer is not satisfied with the resolution of a dispute, or with the outcome of a dispute handling process;

In addition, the bank will:

- a) Clearly spell out, at the time of establishing a customer relationship, give you information on the types of products and services we offer and those that may suit your needs, the liability for losses, as well as the rights and responsibilities of all parties, in the event of products not performing as per specifications or things going wrong. However, the bank will not be liable for any losses caused by extraneous circumstances that are beyond its reasonable control (such as market changes, performance of the product due to market variables, etc.)
- b) Give you information on your rights and responsibilities especially regarding availing of Nomination Facility offered on all deposit accounts, articles in safe custody and safe deposit lockers
- c) Prominently display in bilingual / trilingual language at all our branches, the documents required for opening Basic Savings Bank Deposit (BSBD) accounts. We will also display the relaxed requirements for opening 'Small Accounts'.
- d) Ensure the customer is refunded without delay and demur, if it cannot show beyond reasonable doubt to the customer on any disputed transaction (along with interest/charges)

#### 10. **Review of the policy**

The policy will be reviewed annually. The Managing Director & Chief Executive Officer of the Bank is the authority for approving any future amendment / modification to the scheme or to withdraw the scheme either in part or in full and also for relaxation of any of the norms including service charges.

## **Section B: Policy on Customer Grievance Redressal and compensation for deficiency in service**

### **1. Purpose of the Policy**

This policy document aims at minimising instances of customer complaints and grievances through proper service delivery and review mechanism and to ensure prompt redressal of customer complaints and grievances.

### **2. Scope of Application**

The policy is applicable to all business and operations units of the Bank including branches, third party vendors engaged for implementation of the scheme. All employees shall be familiar with the contents of this document and should exercise sound judgment to act within the policy framework in their daily work.

### **3. Objectives of the Policy**

This Policy sets out the detailed guidelines on Customer redressal mechanism and fixing quantum of compensation to customers due to deficiency in service.

### **4. Regulatory Reference:**

Important instructions issued by Reserve Bank of India on Customer Service vide Master Circular No.DBR.NO.Leg.BC.21/09.07.006/2015-16 dated 01.07.2015 and circular No.DPSS.CO.PD.No.629/02.01.014/2019-20 dated 20.09.2019 on harmonisation of Turnaround time and customer compensation for failed transactions using authorised payment systems.

RBI Circular No. vide Notification RBI/2020-21/87 CEPD. CO. PRD. Cir. No. 01/13.01.013/ 2020-21 dated January 27,2021 regarding "**Strengthening of Grievance Redress Mechanism in Banks**".

### **5. Customers Grievance Redressal policy / Resources**

#### **Introduction**

In the present scenario of competitive banking, excellence in customer service is the most important tool for sustained business. Customer complaints are part of the business life of any corporate entity. This is more so for banks because banks are service organisations. As a service organisation, customer service and customer satisfaction should be the prime concern of any Bank. Providing prompt and efficient service is essential not only to attract new customers but also to retain the existing ones. This policy document aims at minimising instances of customer complaints and grievances through proper service delivery and review mechanism and to ensure prompt redressal of customer complaints and grievances. The review mechanism should help in identifying the shortcomings in

product features and service delivery, as the customer dissatisfaction would tarnish bank's name and image.

## 6. Principles

- I. The bank's policy on grievance redressal follows the under noted principles:
  - Customers be treated fairly at all times.
  - Complaints made by customers are dealt promptly and with compassion.
  - Customers are fully informed of avenues to escalate their complaints/ grievances within the organisation and their rights to alternative remedy, if they are not fully satisfied with the response of the Bank to their complaints.
  - Bank will treat all complaints efficiently and fairly as they can damage the Bank's reputation and business if handled otherwise.
  - Bank employees must work in good faith and without prejudice to the interest of the customer.
  
- II. In order to make bank's grievance redressal mechanism more meaningful and effective, a structured system has been built up towards such an end. Such system would ensure that the grievance of the customer is handled promptly and Bank would tell the customer how to escalate the complaint further if the Bank has not redressed the grievance to his/her satisfaction. The policy document would be made available at all branches. The employees at the Branches are aware of such a Complaint handling process.
  
- III. The customer complaint arises due to:
  - The attitudinal aspects of staff members in dealing with customers
  - Inadequacy of the functions/arrangements made available to the customers or gaps in standards of services expected and actual services rendered.
  
- IV. The customer is having the full right to register his complaint if he/she is not satisfied with the services provided by the bank. He/ She could lodge his/her complaint orally, in writing, through web portal, over telephone etc.
  
- V. The bank shall examine the grievances as per its internal grievance redressal mechanism and in case the bank decides to reject a complaint and / or decides to provide only partial relief to the complainant, it will be invariably forwarded to the 'Internal Ombudsman' for further examination. The advice to the complainant after examination by 'Internal Ombudsman' in such cases should necessarily have the clause that the grievance has also been examined by the Internal Ombudsman.

- VI. If a customer's complaint is not resolved within a period of one month or if he/she is not satisfied with the solution provided by the bank, he/she can approach the Banking Ombudsman with his/her complaint or seek other legal avenues available for grievance redressal.

## 7. Committees - Roles & Responsibilities:

### 7.1 Customer Service Committee of the Board

- I. This sub-committee of the Board would take steps to **strengthen the Corporate governance of the Bank, with regard to customer service**. The Committee would review the **functioning of the Standing Committee on Customer Service** and ensure compliance of the recommendations made by it. This committee would also review the ongoing improvements in the quality of customer service provided at all levels and take innovative and corrective measures, if needed, for enhancing the level of customer satisfaction for all categories of clientele at all times.
- II. The Customer Service Committee of the Board would also periodically review the existing customer grievance redressal mechanism, the efficacy of the grievance redressal, steps taken by the Bank to preclude possibilities of receiving complaints in certain specific areas of functioning such as sanction and disbursement of loans and educational loans in particular, services rendered to senior citizens/pensioners etc.
- III. The committee would periodically review the compliance of the Bank's Code of Commitment to Customers.
- IV. The committee would also review the overall status relating to the customer complaints to Banking Ombudsman / Consumer Forum.

### 7.2 Standing Committee on Customer Service:

The Standing Committee on Customer Service will comprise MD&CEO, Executive Directors, General Managers – HRM / ITD / DBD / RA&D/ I&C/ BO&COO, FGM, Chennai, Zonal Managers Chennai North / South and Poonamallee. Customer representatives are as part of the Committee over and above the other Executives. Senior ED will chair the meeting in case MD&CEO is not available. Convener – **GM (KYC/AML)**.

- I. **The Standing Committee on Customer Service**, would meet once in a quarter to review the following areas:
  - Quality of customer service rendered and feedback received from various quarters.
  - Position of unresolved complaints/ grievances.

- II. A report on the performance of the ***Standing Committee on Customer Service is being submitted to the Customer Service Committee*** of the Board at quarterly intervals.

### 7.3 Nodal Officer and other designated officials to handle complaints and grievances :

- I. ***General Manager in-charge of Customer Service*** would be the Principal Nodal Officer responsible for implementation of Customer Service and complaint handling mechanism of the entire Bank. All the Zonal Managers would be Customer Nodal Officers for their respective Zonal Offices to handle complaint grievances in respect of branches in their Zones.
- II. Any complaints related to non-compliance of the Code of commitment to customers would be referred to General Manager in charge of Customer Service who is also the Principal Code Compliance officer of the Bank.

### 7.4 Internal Ombudsman for the Bank

Internal Ombudsman has been appointed with a view to further boosting the quality of customer service and ensuring that there is undivided attention to resolution of customer complaints in the bank. Customer Service Cell will escalate all cases where either the complaint is rejected or only partial relief is provided to the complainant to the Internal Ombudsman for his final decision.

There is no necessity for the customer to make a separate representation/ complaint to the Internal Ombudsman.

### 7.5 Branch Level Customer Service

Bank to constitute ***Branch level Customer Service Committee headed by Branch Head***. The Committee may meet at least once in a month to study complaints / suggestions, cases of delay, difficulties faced / reported by customers /members of the committee and evolve ways and means of improving customer service.

#### **Structure of the Committee:**

**The Committee will consists of Branch Manager, Assistant Branch Manager , One Award Staff member and minimum three customer representatives.**

As per in-house application harmonization process, the Customer Service Committee meeting portal is made live w.e.f. 06.01.2021 and simultaneously field functionaries are required that ***immediately after completion of Customer Service Committee meeting at Branch/ Zonal Office level***, minutes are to be keyed in the portal each month as per following time-lines:-

- i. Branch level, minutes are required to be keyed in by the branches in the portal on or before 21st of each month;
- ii. Zonal Office, the minutes are to be entered online by Zonal Office by 28th of every month.
- iii. Zonal Offices are also required to ensure that minutes from all the branches under their jurisdiction are keyed in the portal within stipulated time otherwise the percentage of meetings held under that zone will not be rated for 100%.

## 7.6 BANKING OMBUDSMAN

With a view to **Strengthening of Grievance Redress Mechanism** in Banks, improve the efficacy and to provide better customer service, Reserve Bank of India has also taken various initiatives over the years for improving customer service and grievance redress mechanism in banks. The Banking Ombudsman Scheme was introduced in 1995 to serve as an alternate grievance redress mechanism for customer complaints against banks. In 2019, Reserve Bank also introduced the Complaint Management System (CMS), a fully automated process-flow based platform, available 24x7 for customers to lodge their complaints with the Banking Ombudsman (BO).

As part of the disclosure initiative, banks are advised to disclose in their annual reports, summary information regarding the complaints handled by them; and certain disclosures were also being made in the Annual Report of the Ombudsman Schemes. To further strengthen grievance redress mechanisms, banks were mandated to appoint an Internal Ombudsman (IO) to function as an independent and objective authority at the apex of their grievance redress mechanism.

However, keeping in view the increasing number of complaints received in the Offices of Banking Ombudsman (OBOs) and to further strengthen the customer grievance redress mechanism in banks, RBI vide its notification no. Notification RBI/2020-21/87 CEPD. CO. PRD. Cir. No. 01/ 13.01.013/ 2020-21 dated January 27,2021 directed to put in place a comprehensive framework comprising of, inter-alia, enhanced disclosures by banks on customer complaints, recovery of cost of redress from banks for the maintainable complaints received against them in OBOs in excess of the peer group average, and undertaking intensive review of the grievance redress mechanism and supervisory action against banks that fail to improve their redress mechanism in a time bound manner.

## 8. **Mandatory display requirements**

Bank would mandatorily provide the following minimum requirements as a notice to the customers in the Banking Hall at all the branches, in order to help them to register their grievances:

- Appropriate arrangement for receiving complaints and suggestions.

- The name, address and contact number of Nodal Officer(s), in case they are not satisfied with the response at branch level.
- Contact details of Banking Ombudsman of the area.
- Code of Bank's Commitment to Customers / Fair Practice Code would be made available on demand by the customers at the branches.

## 9. **Resolution of Grievances / Resources:**

- I. The entire Bank's grievances redressal machinery is committed to resolve the complaints received against the Branches or any other organ of the Bank. Branch Manager would be responsible to resolve and ensure closure of all complaints received at the branches. Branch Manager's foremost duty would be to see that the complaint is resolved to the customer's satisfaction.
- II. If the Branch is unable to resolve the problem the Complainant can refer the case to Zonal Office for guidance. Similarly, if Zonal Offices find that they are not able to solve the problems, such cases may be referred to the Customer Service Cell at Corporate Office.

### III. **CENTRALISED GRIEVANCE REDRESSAL PORTAL – (CGRS)**

Integrated CGRS portal, is introduced as a Single Centralized Online Portal for all types of earlier following portals complaints in place of:-

- i. Standardised Public Grievance Redressal System –SPGRS
- ii. ATM/POS failure complaints portal
- iii. E Banking portal
- iv. Credit Card portal
- v. Centralized Grievance Redressal System (eALB)

Complaints received through Govt. Portal (CPGRAM/ INGRAM), RBI Portal (BO, CEPC & CEPD), e-mails from MD & CEO, Executive Director and complaints received in physical form, the details are also uploaded in the integrated CGRS portal .

Besides above, all complaints received through any other modes and not resolved within 24 hours would be entered online in CGRS for data management and speedy disposal of complaints. These complaints would be attended / resolved by the respective Branches / Zones / Corporate Office within the given time frame viz. 21 days.

CGRS is enabled in such a way that branches can only reply to the complaints but could not close. Branch level complaints will be closed by Zonal Office, Zonal level complaints will be done by FGM Office & Corporate Office and Corporate level complaints will be closed only by Corporate Office.

Similar, all the complaints received from various Banking Ombudsman will be uploaded and closed only by the respective Nodal Officer, Banking Ombudsman and complaints received from Govt. Portal ( CPGRAM/ INGRAM) will be uploaded and closed by Corporate Office, Customer Service Cell.

**IV. Time frame for Complaint/Grievance Redress Mechanism**

- a. Any Complaint would be seen in the right perspective because they indirectly reveal a weak spot in the working of the Bank. Complaint received would be analyzed from all possible angles.
- b. Communication of bank's stand on any issue to the customer is a vital requirement. Complaints received which would require some time for examination of issues involved should invariably be acknowledged promptly.
- c. Specific time schedule has been set up for handling complaints and disposing them at all levels including Branches, Zonal Office and Corporate Office. Branch Manager would try to resolve the complaint within specified time frame, decided by the bank.

- i) Customer has to lodge his/her complaint to the Branch Manager / Zonal Office / Corporate Office / Web Portal of the Bank etc. On receipt of complaint, an acknowledgment to be sent with expected date of resolution. If the same could not be resolved within the expected date, revised date of expected resolution to be informed to the customer.
- ii) Bank would initiate steps for resolving and replying to the customer to his satisfaction on his/her complaint within a maximum period of 21 days

Redressal Level	Stipulated time frame
Branch Level	7 days
At Zonal Office Level	8 to 11 days
At FGM Office Level	12 to 15 days
At Corporate Office Level	Above 16 days

- iii) Auto Escalation of the complaint to the next higher level would be taken care by the CGRS, without any manual intervention.
  - iv) If the customer is not satisfied with the reply given by the Branch, the complainant may take up with Zonal Office / FGM Office/ CO: Customer Service Cell.
- d. Based on urgency of situation and severeness of the complaint, complaints are classified under the following baskets.

**BASKET-A (High)**

- i. Allegation Misbehavior
- ii. Allegation of harassment
- iii. Delay in disposal of deceased cases

- iv. Delay in handling of Pension related matter
- v. Allegation of corruption
- vi. Complaints received from MOF/DPG/RBI/BCSBI/MPs/MLAs, other Regulators, other Govt. organizations

**BASKET – B (Medium)**

- i. Dispute regarding application/charging of interest (credit & deposit)
- ii. Dispute regarding application of service charges (credit & deposit)
- iii. Credit related matters (Sanction, Disbursement, Recovery, etc)
- iv. Loss/ Misplacements of Instrument/ security/ Title Deed
- v. Cheque /DD/IOI related issue
- vi. Delay in transfer of account from one branch to another

**BASKET - C: (Others)**

- i. Inadequate infrastructure/ sitting arrangement, ambience etc.
  - ii. Premises related disputes
  - iii. Fund Remittance through branch (RTGS/ NEFT/ IMPS)
  - iv. ATM related
  - v. Internet Banking related
  - vi. 6.Mobile Banking related
  - vii. General Banking operations
  - viii. Bank's Employees related
  - ix. Customer Service
  - x. Other matters
- e. As per EASE norms, top ten categories of complaints are to be identified and root cause analysis to be done and steps to be taken for reduction of number of complaints in the respective categories.
- f. If the complaint is not redressed by the Bank to the complainant's satisfaction within a period, as mentioned above, he/she could approach the Office of Banking Ombudsman of the jurisdiction at the address displayed in the Branch for redressal.
- V. *National Pension System (NPS) – Grievance Redressal under PFRDA (Redressal of Subscriber Grievance) Regulations – 2015*

As per PFRDA draft redressal policy, the complaint, if remains unresolved by the concerned Point of Presence (POP) even after 30 days, then the same will be escalated to NPS Trust. The Subscriber who is not satisfied with the resolution provided by the NPS Trust may prefer an appeal to the Ombudsman against the concerned intermediary or entity.

**10. Interaction with customers**

The bank recognizes that customer expectation / requirement / grievances could be better appreciated through personal interaction with customers by bank's staff.

**11. Sensitising operating staff on handling complaints**

Bank will impart training on an ongoing basis to its employees on handling complaints / redressal of grievances / customer counselling. The importance of handling complaints is explained to all the participants. Imparting soft skills required for handling irate customers, would be an integral part of the training programmes.

The Principal Nodal Officer of the Bank will ensure that internal machinery for handling complaints / grievances operates smoothly and efficiently at all levels.

**Zero Tolerance of Complaints**

The Bank has **ZERO TOLERANCE** for misbehaviour / rude behaviour with customers. Bank shall not tolerate any sort of misbehaviour towards customers and stern / disciplinary action would be initiated against the erring officials. Such complaints shall be handled courteously, sympathetically and should be disposed off within 10 working days.

Any complaint / grievance received by the Bank through any functionary containing any element of alleged corruption, malpractices or misconduct, etc. should necessarily be escalated to the Chief Vigilance Officer of the Bank for scrutiny and action.

**12. Anonymous and Pseudonymous complaints**

In view of the fact that complainants desire to protect their identify, they now have the protection of the Public Interest Disclosure & Protection of Informers' Resolution – 2004 (PIDPI).

**13. Reporting of Complaints**

Bank will disclose brief details regarding number of complaints received and redressed along with the financial results. The statement would include complaints received at the Head Office / controlling office level as also those received at the branch level. However, the complaints redressed within 24 hours will not be included in the statement.

## Policy on Compensation to Customers for deficiency in services

### 1. Introduction

1.1 Technological progress in payment and settlement systems and the qualitative changes in the operational systems and processes that have been undertaken by various players in the market have enabled market forces of competition to come into play to improve efficiencies in providing better service to the users of the system. It is the Bank's endeavour to offer services to its customers with the best possible utilisation of its technology infrastructure.

1.2 This compensation policy of the Bank covers areas relating to

- a. Unauthorised / erroneous debiting of account. *The compensation for unauthorised electronic banking transactions will be as per RBI circular No.DBR.No.Leg.BC.78/09.07.005/2017-18 dated 06.07.2017*
- b. payment of interest to customers for delayed collection of cheques/ instruments,
- c. payment of cheques after acknowledgement of stop payment instructions,
- d. remittances within India,
- e. foreign exchange services and
- f. Lending and release of securities.

1.3 The policy is based on principles of transparency and fairness in the treatment of our customers.

### 2. Objectives of the Policy

2.1 The objective of this policy is to

2.1.1 establish a system whereby the Bank compensates the customer for any financial loss he/she might incur due to deficiency in service on the part of the bank or any act of omission or commission directly attributable to the Bank subject to the maximum limit prescribed under para 14.5 below.

- 2.1.2 Ensure that the customer is compensated without having to ask for it. The bank expects instances when the customer has to approach Banking Ombudsman or any other Forum for redressal to come down significantly.
- 2.2 The policy prescribes compensation only for financial losses which customers have incurred due to deficiency in the services offered by the Bank which can be measured directly and as such the commitments under this Policy are without prejudice to any right the Bank has/will have in defending its position before any forum duly constituted to adjudicate the banker-customer disputes.

### 3. Definitions of Certain Terms used

#### 3.1 *Deficiency*

Sec. 2(1) (g) of The Consumer Protection Act, 1986, defines the term Deficiency as 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 a person in pursuance of a contract or otherwise in relation to any service.

#### 3.2 *Service*

Sec. 2(1) (o) of the same Act defines that Service means service of any description which is made available to potential users and includes facilities in connection with banking, financing but does not include the rendering of any service free of charge or under a contract of personal service.

### 4. Quantum of Compensation and time limit on specific occasions

#### 4.1 *Unauthorised / Erroneous debit:*

- 4.1.1 If the bank has raised an unauthorised/erroneous direct debit to an account, the entry will be reversed immediately on being informed of the erroneous debit, after verifying the position.
- 4.1.2 In the event, the unauthorised/erroneous debit has resulted in a financial loss for the customer by way of reduction in the minimum balance applicable for payment of interest on savings bank deposit or payment of additional interest to the Bank in a loan account, the bank shall compensate the customer to the extent of such interest loss by value dating the transaction. Further if the customer has suffered any financial loss incidental to return of a cheque or failure of direct debit instructions

due to insufficiency of balance on account of the unauthorized/erroneous debit, the bank will compensate the customer to the extent of such financial losses after taking into consideration all relevant factors.

- 4.1.3 In case the entry reported to be erroneous does not involve a third party, the bank shall arrange to complete the process of verification within a maximum period of seven working days from the date of reporting by the customer of the erroneous debit.
- 4.1.4 In case, the verification involves a third party or where verifications are 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 the erroneous transaction by the customer
- 4.1.5 Erroneous transactions reported by customers in respect of Credit Card operations which require reference to a merchant establishment will be handled as per the rules laid down by the Card Association

#### **4.2 *ECS direct debits/other debits to accounts***

- 4.2.1 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 the customer would incur on account of delay in carrying out the instruction/failure to carry out the instructions. The bank would debit the customer's account with any applicable service charge as per the schedule of charges notified by the bank. In the event any charge is levied in violation of the arrangement, the Bank will reverse the same when pointed out by the customer subject to scrutiny of the agreed terms and conditions. Any consequential financial loss to the customer will also be compensated.
- 4.2.2 Where it is established that the Bank had issued and activated a Credit Card without the written consent of the recipient, the Bank would not only reverse the charges immediately but also pay a penalty without demur to the recipient amounting to twice the value of charges reversed as per regulatory guidelines in this regard.

#### **4.3 *Payment of Cheques after Stop Payment Instructions***

In case a cheque has been paid, after stop payment instruction is acknowledged by the Bank, the transaction shall be reversed within 2 working days of the customer intimating the transaction to the Bank and value-dated credit shall be given to protect the interest of the customer. Any consequential financial loss to the customer will be compensated as provided under Para 4.1 above.

#### **4.4 Foreign Exchange Services**

- 4.4.1 It is the bank's experience that time for collection of instruments drawn on banks in foreign countries differ from country to country and even within a country, from place to place. The time norms for return of instruments cleared provisionally also vary from country to country.
- 4.4.2 The Bank, may however consider upfront credit against such instrument by purchasing the cheque/ instrument provided the conduct of the account has been satisfactory in the past.
- 4.4.3 Bank would pay interest on the amount of cheque on a value date concept from the date of sighting of credit in their Nostro account till such time the credit is actually afforded to customers' accounts. Quantum of such Interest would be minimum at the savings bank rate calculated on the amount of proceeds credited to the customers' account.
- 4.4.4 Compensation by way of additional interest, at 2% over the above SB interest, would be paid to the customer for delay in collection beyond the declared collection period mentioned in the Bank's Cheque Collection Policy, (viz. for the delay beyond 21 days for USD denomination cheques which are payable at USA) from the date of deposit of the cheque till the date of credit to customers account. Such interest shall be on "step-up basis" for the period of delay. The compensation would be paid automatically without the customer requesting for the same.
- 4.4.5 Bank would also compensate for any possible loss on account of adverse movement in foreign exchange rate.
- 4.4.6 The foreign exchange rate around the date of credit (in reasonable time from the date of credit to our Nostro account) shall be the basis for calculation of interest irrespective of the rate prevailing on the date of claim/calculation/settlement.

#### **4.5 Collection of instruments within India**

- 4.5.1 Local Clearing Cheques
- (i) For Local Cheques presented in clearing, credit will be afforded as on the date of settlement of funds in clearing and the account holder will be allowed to withdraw funds as per return clearing norms ranging from 48 to 72 hours (in the normal circumstances) depending on the location of the branch.
- (ii) In case there is delay in giving credit beyond the time period mentioned in sub para no.(i) above, the Bank will pay interest to the customer

concerned at savings bank interest rate on the amount of collection instruments.

- (iii) Such interest shall be paid without any demand from the customers in all types of accounts.

#### 4.5.2 Outstation Cheques

(a) In case of Outstation Cheques and other instruments sent for collection to centres within the country the following time schedule shall be adhered to for realisation by branches:

State Capitals	Maximum period of 7 days
Major Cities (other than those of North Eastern States and Sikkim)	Maximum period of 10 days.
In all other centres	Maximum period of 14 days

(b) In case there is delay in giving credit beyond the time period mentioned above, the Bank will pay interest to the customer concerned at the following rates on the amount of the instrument:

i) Savings Bank rate for the period of delay beyond 7/10/14 days, as the case may be.

ii) Where the delay is beyond 14 days, interest will be paid at the rate applicable to a term deposit of the respective period.

iii) In case of extraordinary delay (i.e., delay exceeding 90 days), interest will be paid at the rate of 2% above the corresponding Term deposit rate.

iv) In the event of the proceeds of the cheque under collection is to be credited to an overdraft/loan account of the customer, interest will be paid at the rate applicable to the loan account. For extraordinary delay, interest will be paid at the rate of 2% above the rate applicable to the loan account.

v) The lodger's bank should pay interest to the lodger for the delayed period in respect of collection of bills at the rate of 2% per annum above the rate of interest payable on balances of savings bank accounts. The delayed period should be reckoned after making allowances for normal transit period based upon a time frame of two days each for

1. despatch of bills
2. presentation of bills of drawees
3. remittance of proceeds to the lodger's bank

4. Crediting the proceeds to drawer's account.

To the extent of delay is attributable to the drawees bank , the lodger's bank may recover interest for such delay from that bank.

(c) 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.

**4.6 Collection Instruments Lost-in-Transit**

4.6.1 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 (after it has been handed over to the bank for collection by the customer), the Bank shall, immediately on coming to know the loss, bring the same to the notice of the account holder so that he/she can inform the drawer to record stop payment and also take care that cheques, if any, issued by him/her are not dishonoured due to non-credit of the amount of lost cheques/instruments. The bank would provide all assistance to the customer to obtain a duplicate instrument from the drawer of the cheque.

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

i) 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 in para 4.5.2 above, provided the duplicate gets realised.

ii) 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 a duplicate cheque/instrument and collection thereof.

4.6.3 The bank would also compensate the customer for any reasonable charges he/she incurs in getting a 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.

4.6.4 The collecting Bank only would compensate the customer, in case of delay in crediting the proceeds of an instrument sent for collection, even if any part of the delay is attributable to the Paying Bank. It is between both the Banks (Collecting and Paying) to settle the issue and in no way the customer should be penalised. If the cheque / instrument has been lost at the paying bank's branch, the collecting banker should have a right to recover the amount reimbursed to the customer, for the loss of cheque / instrument, from the Paying banker

#### **4.7 Funds transfers using NEFT/RTGS/NECS/ECS**

- 4.7.1 The rate of compensation in case of delay or loss on account of error, negligence or fraud on the part of an employee of the bank, in crediting the remittance proceeds received through NEFT/RTGS/NECS/ECS beyond one day after receipt of the message at our gateway shall be the current Repo Rate plus Two percent. This compensation shall be credited to the beneficiary's account, even if no claim is lodged by the customer.
- 4.7.2 Bank shall also refund the amount together with interest at the current Repo rate plus Two percent till the date of refund, in case of delay in return of the funds transfer instruction for any reason whatsoever.
- 4.7.3 Originating branch would put through the requests for NEFT transactions received by them, during the NEFT operating hours, either online or across the counters, preferably in the next available batch and in any case, not exceeding two hours from the time of receipt of the requests. In the likelihood of any delay / possible delay in adhering to this requirement, the originators / customers would be informed of the delay / possible delay and the reasons for the same.

#### **4.8 Failure to execute Standing Instructions**

In case of any failure to execute Standing Instructions (and if it is directly attributable to the Bank), the Bank shall compensate the customer to the extent of the financial loss not exceeding Rs.100/- per occasion subject to providing proper supporting documents for having incurred the loss. In addition, service charges, if any, recovered for execution of the Standing Instruction shall also be refunded. Branches have to obtain prior approval from their Zonal Manager for making compensation under this category.

#### **5. Issue of Duplicate Draft and Compensation for delays**

- 5.1 Duplicate Draft will be issued within a fortnight from the receipt of such request from the purchaser thereof. 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.

#### **6. Violation of the Code by Banks agent / Bank acting as Agent**

- 6.1 In the event of receipt of any complaint from the customer that the bank's representative/courier or 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, 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 of complaint and wherever justified, compensate the customer for financial loss, if any, as contemplated under this policy.

## 6.2 Wealth Management Products

- Bank is a Corporate Agent and distributor of Insurance and Mutual Fund products respectively. For any deficiency in services, bank will assist customers to raise their grievances with tie- up Partners. For any deficiency in services at bank level raised by a customer, the issue will be examined by the bank and if lapse on the part of the bank is confirmed (mis-selling), customer will be compensated as follows:
  - Mis-selling of third party products – claim to be preferred before “free-look” period as specified in IRDA guidelines in respect of Life Insurance products. Compensation is restricted to the extent of premium paid.
  - For mutual fund products, claims will be entertained for a period up to 60 days from the date of allotment.

## 7. Transaction of At Par Instruments of Co-operative banks

The 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 would be responsible to compensate the cheque holder for non-payment/delayed payment of cheques, in the absence of adequate funding arrangement.

## 8. Turn Around Time (TAT) and Customer compensation for failed transactions:

RBI has harmonised Turnaround Time and customer compensation for failed transactions using authorised payment systems Whenever financial compensation is involved, the same shall be effected to the customer's account suo moto, without waiting for a complaint or claim from the customer.

## 9. Reversal of erroneous debits arising on Fraudulent or Other Transactions

### **Erroneous debits on Internet Banking (Vishing/ Smishing) / Mobile Banking/ UPI/ US \$ etc. related transactions/POS transactions**

For cases where the Bank has acted in good faith, in normal day to day conduct of business, but the customer has either acted fraudulently or inadvertently compromised his internet banking/ Mobile Banking security details (example: ATM PIN, OTP, ID, Password, date of birth, mother's maiden name etc.) or acted without reasonable care (which includes not taking steps to protect computers from

hackers), Bank /Customer will be bound by the revised code of Commitment by Banking Codes and Standards Board of India which stipulates that Banks are not responsible for losses caused by a third party when customers have acted without reasonable care.

However, in exceptional circumstances, Bank may compensate the customer for cases where the customer has not compromised any personal and confidential security parameter required to complete an internet banking transaction and based on deliberation of various facts such as:

a. Justification given by customer.

b. Immediate or delay in reporting by the customer based on SMS alert, account statement, mini statement etc. received by the customer **IndOASIS** provides the facility of disabling and enabling the debit card. Customers may register the same and use the facility to minimise the loss

9.1 With the increased thrust on financial inclusion and customer protection and considering the recent surge in customer grievances relating to unauthorised transactions resulting in debits to their accounts/ cards, the criteria for determining the customer liability in these circumstances have been reviewed.

## 9.2 Strengthening of systems and procedures

9.2.1 Broadly, the electronic banking transactions can be divided into two categories:

- i. Remote/ online payment transactions (transactions that do not require physical payment instruments to be presented at the point of transactions e.g. internet banking, mobile banking, transactions using various apps like UPI/Wallets etc., Card Not Present (CNP) transactions), Pre-paid Payment Instruments (PPI) and
- ii. Face-to-face/ proximity payment transactions (transactions which require the physical payment instrument such as a card or mobile phone to be present at the point of transaction e.g. ATM, POS, etc.)

9.2.2 The systems and procedures in banks shall be designed to make customers feel safe about carrying out electronic banking transactions. To achieve this, banks shall put in place:

- i. appropriate systems and procedures to ensure safety and security of electronic banking transactions carried out by customers;
- ii. robust and dynamic fraud detection and prevention mechanism;
- iii. mechanism to assess the risks (for example, gaps in the bank's existing systems) resulting from unauthorized transactions and measure the liabilities arising out of such events;
- iv. appropriate measures to mitigate the risks and protect themselves against the liabilities arising there from; and

- v. a system of continually and repeatedly advising customers on how to protect themselves from electronic banking and payments related fraud.

### 9.3 Reporting of unauthorized transactions by customers to banks

9.3.1 Banks shall ask their customers to mandatorily register for SMS alerts and wherever available register for e-mail alerts, for electronic banking transactions. The SMS alerts shall mandatorily be sent to the customers, while email alerts may be sent, wherever registered. The customers must be advised to notify the bank of any unauthorized electronic banking transaction at the earliest after the occurrence of such transaction, and informed that the longer the time taken to notify the bank, the higher will be the risk of loss to the bank/ customer. To facilitate this, banks shall provide customers with 24x7 access through multiple channels (at a minimum, via website, phone banking, SMS, e-mail, IVR, a dedicated toll-free helpline, reporting to home branch, etc.) for reporting unauthorized transactions that have taken place and/ or loss or theft of payment instrument such as card, etc. Banks shall also enable customers to instantly respond by "Reply" to the SMS and e-mail alerts and the customers should not be required to search for a web page or an e-mail address to notify the objection, if any. Further, a direct link for lodging the complaints, with specific option to report unauthorized electronic transactions shall be provided by banks on home page of their website. The loss/ fraud reporting system shall also ensure that immediate response (including auto response) is sent to the customers acknowledging the complaint along with the registered complaint number. The communication systems used by banks to send alerts and receive their responses thereto must record the time and date of delivery of the message and receipt of customer's response, if any, to them. This shall be important in determining the extent of a customer's liability. The banks may not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide mobile numbers to the bank. On receipt of report of an unauthorized transaction from the customer, banks shall take immediate steps to prevent further unauthorized transactions in the account.

### 9.4 Limited Liability of a Customer

#### 9.4.1 Zero Liability of a Customer

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

- i. Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer).
- ii. 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 from the bank regarding the unauthorized transaction.

#### 9.4.2 Limited Liability of a Customer

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

- i. In cases where the loss is due to negligence by a customer, such as where he/ she has shared the payment credentials, the customer will bear the entire loss until he/ she reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the bank.
- ii. 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 when there is a delay (of four to seven working days after receiving the communication from the bank) on the part of the customer in notifying the bank of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or the amount mentioned in Table 1, whichever is lower.

Table 1	
Maximum Liability of a Customer under para 9.4.2 (a) (ii)	
Type of Account	Maximum liability (₹)
• BSBD Accounts	5,000
• All other SB accounts • 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 ₹.25 lakh • Credit cards with limit up to ₹.5 lakh	10,000
• All other Current/ Cash Credit/ Overdraft Accounts • Credit cards with limit above ₹.5 lakh	25,000

9.4.3 Further, if the delay in reporting is beyond seven working days, the customer's liability shall be determined as per the bank's guidelines followed for other than electronic transactions (refer para no.9.8). Banks shall provide these details at the time of opening the accounts. Banks shall also display their approved policy in public domain for wider dissemination. The existing customers must also be individually informed about the bank's policy.

9.4.4 Overall liability of the customer in third party breaches, as detailed in para 9.4.1 (a) (ii) and para 9.4.2 (a) (ii) above, where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, is summarised 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	Customer's liability (₹)

Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond 7 working days	Guidelines followed for other than electronic transactions (refer para no.8.8).

9.4.5 The number of working days mentioned in Table 2 shall be counted as per the working schedule of the home branch of the customer excluding the date of receiving the communication.

#### 9.5 Reversal Timeline for Zero Liability/ Limited Liability of customer

9.5.1 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). Banks can also at their discretion decide to waive off any customer liability in case of unauthorized electronic banking transactions even in cases of customer negligence. The credit shall be value dated to be as of the date of the unauthorised transaction.

9.5.2 Further, banks shall ensure that:

- i. a complaint is resolved and liability of the customer, if any, established within such time, as may be specified in the bank's Board approved policy, but not exceeding 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of para no. 8.4 and 8.5.1 above;
- ii. where it is unable to resolve the complaint or determine the customer's liability, if any, within 90 days, the compensation as prescribed in para no. 9.4 and 9.5.1 shall be paid to the customer; and
- iii. in case of debit card/ bank account, the customer does not suffer loss of interest, and in case of credit card, the customer does not bear any additional burden of interest.

#### 9.6 Burden of Proof

9.6.1 The burden of proving customer's liability in case of unauthorized electronic banking transactions shall lie on the bank.

9.6.2: All the unauthorized electronic banking transactions should be reported to the Police Authorities by the customer concerned and FIR copy should be submitted for claim settlement.

#### 9.7 Reporting and Monitoring Requirements

9.7.1 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 and the aggregate value

involved and distribution across various categories of cases viz., card present transactions, card not present transactions, internet banking, mobile banking, ATM transactions, etc. The Standing Committee on Customer Service in each bank shall periodically review the unauthorized electronic banking transactions reported by customers or otherwise, as also the action taken thereon, the functioning of the grievance redressal mechanism and take appropriate measures to improve the systems and procedures. All such transactions shall be reviewed by the bank's internal auditors.

### 9.8 Other than electronic banking transactions

9.8.1 Payment of compensation may be considered by the Bank only in those cases where

i. it is established that the Bank is at fault in authorizing a transaction due to which the customer has suffered a financial loss or there is an act of omission or commission and such happening is directly attributable to the Bank or

ii. the Competent Authority of the Bank is convinced that the irregularity/fraud has been committed by the staff of the Bank with or without the assistance of another individual or entity or

iii. neither the Bank nor the customer is at fault but the fault lies elsewhere in the system or the fraud is committed by a third party.

9.8.2 Branches shall pay eligible compensation, after getting an approval from the Competent authority in this regard.

9.8.3 The quantum of compensation shall be fixed by value dating the transactions as provided under para 14 hereunder.

9.8.4 The period for which interest is payable shall be the period between the date of occurrence of the fraud and the date of reimbursement to the customer.

9.8.5 Where a specific date of the fraud is not available/traceable, the date on which it was found may be taken for calculation of interest.

## 10. Lenders Liability: Commitments to borrowers

10.1 The bank has adopted the principles of lenders liability. In terms of the guidelines for lenders liability, and the Code of Bank's Commitment to customers adopted by the Bank, the Bank would return to our borrowers all the securities / documents / title deeds to mortgaged property within 15 days of repayment of all dues agreed to or contracted and in case of borrowers with Consortium / Multiple Banking Arrangements within 30 days of obtaining a mandate from all the other consortium member Banks. The Bank will compensate the borrower for monetary loss suffered, if any due to delay in return of the same at Rs.100/- per day subject to maximum of Rs.5000/-. In the event of loss of title deeds of the mortgaged property at the hands of the Bank, the compensation will also cover out of pocket expenses for obtaining duplicate documents.

## 10.2 Non blocking of lost ATM card after acknowledgement of request for its blocking (Hot listing of ATM card)

The instruction for blocking of lost ATM card will be accepted at any Branch /SMS/ Internet Banking (alternate channel)/ ATM help desk.

### **ATM hot listing, message will be sent to the customer.**

Bank shall reverse the amount debited in the account after hot listing acknowledgement sent to the customer. However, compensation will not be paid if ATM card transaction has occurred prior to acknowledgement of hot listing of card sent to the customer

## 10.3 Blocking of all digital channel transactions

If the customer has not done the digital transaction, he / she may block all digital channel transactions by sending SMS BLOCK +91 92895 92895. It will block ATM and all types of digital channel transactions to protect the interest of the customer.

## 11. ATM Failure

11.1 It is mandatory for bank to reimburse the customer, the amount wrongfully debited on account of failed ATM transaction within a maximum period of T+5 days from the receipt of the complaint. For any failure to re-credit the customer's account within T+5 days from the date of receipt of the complaint, bank shall pay compensation of Rs.100/- per day to the aggrieved customer. This compensation shall be credited to the customer's account automatically without any claim from the customer, on the same day when bank affords the credit for the failed ATM transactions. Details of charge back in case of ATM transaction by a customer of the bank when he uses other bank ATM may be included. **The customer is entitled to receive such compensation for delay, only if a claim is lodged with the Bank within 30 days from the date of transaction**

11.2 All disputes regarding ATM failed transactions would be settled by the issuing bank and the acquiring bank only through the ATM system provider.

## 12. Relief / Savings Bonds/Sovereign Gold Bond

11.1 An investor in Relief / Savings Bonds/ Sovereign Gold Bond shall be compensated at 'a fixed rate of 8% p a' on account of any financial loss incurred by the investor, due to late receipt / delayed credit of interest warrants / maturity value of investment, etc.

## 13. Pension Payment to Central/State Government Pensioners

13.1 Bank shall compensate in case of delay in payment of regular pension / revised pension/ arrears thereof in respect of Central / State Government pension payments to the pensioner for the delayed period beyond due date at a fixed rate of

8% penal interest and that the compensation shall be credited to the pensioner's account automatically on the same day when the bank affords delayed credit of the regular pension / arrears etc. as stated above, without any claim from the pensioner.

13.2 Branches would have effective co-ordination with Central Pension Processing Centres (CPPCs) in this regard.

#### **14. Award of Compensation**

14.1 The compensation as per this Policy is payable to a customer only in those cases where any act of omission or commission is directly attributable to the Bank.

14.2 The award of compensation shall be made only on well recognised legal principles governing quantification of damages or compensation on proof of actual loss suffered.

14.3 Further, the compensation shall be paid only in such cases where the loss could be quantified in terms of money. Therefore, no claim could be considered based on qualitative aspects like reputation damages, loss of image in the society, loss of business, loss of income, etc. in cases where the loss cannot be measured directly.

14.4 In case of compensations payable against deficiency in the services provided by an agency nominated by the Bank on account of an outsourced activity, the compensation shall be the same as prescribed in this Policy.

14.5 The compensation shall be made by putting in place a mechanism which will replicate back-valuing the affected transactions and the amount of compensation, in any case, shall be limited to the financial loss of the customer arising out of amount in the books of the Bank only.

#### **15. Authority for interpretation of this Policy**

Where any discrepancy arises on any of the terms given in this policy, the MD and CEO is the appropriate authority for its interpretation. Any amendment to this document requires the approval of the Board.

#### **16. 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 the Bank, until the Bank has been notified by the customer.

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

## 17. Disclaimer Clause

Notwithstanding anything contained hereinabove, the Bank shall not pay any compensation in the following cases.

- a. Any deficiency in regard to loans and advances activities of the Bank.
- b. Dishonour of at par payment agreement with other banks due to non-funding and security compliance.
- c. Delays on account of non-functioning of business due to factors beyond the control of the bank, the period covered by such events shall be omitted for calculation of delay, etc.
- d. Where the issues are sub-judice & pending before Courts, Ombudsman, Arbitrator, Govt. and matter put on hold due to stay.

## 18. Force Majeure

18.1 The bank shall not be liable to compensate customers for delayed credit, if some unforeseen event (including but not limited to civil commotion, sabotage, accident, fires, natural disasters or other "Acts of God", war, damage to the 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 the Bank which may prevent it from performing its obligations within the specified service delivery parameters.

## 19. Conclusion

To sum up, the gist of the policy on Compensation to Customers for deficiency in services lies in ensuring the guidelines communicated by the Corporate Office about proper implementation in providing timely services to the users of the banking system. All the subsequent guidelines relating to the policy issued by Reserve Bank of India/ Gol/ IBA will automatically form part of this policy.

## 20. Review of the policy

The policy will be reviewed annually. The Managing Director & Chief Executive Officer of the Bank is the authority for approving any future amendment / modification to the scheme or to withdraw the scheme either in part or in full and also for relaxation of any of the norms including service charges.