

Dombivli Nagari Sahakari Bank Ltd
Multi State Scheduled Bank
Planning & Operations Department, Central Office.

Customer Compensation Policy

Introduction:

The Bank's endeavor has been to provide efficient services to its customers by making best possible usage of its technology infrastructure. Offering the CBS (core banking solutions) platform was a first step in this direction.

In order to increase the efficiency of the Bank's operations and improve the level of customer service, a policy has been framed to compensate adequately any customer who faces deficiency in Banking Services.

The primary objective of this policy is to 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.

This policy will be applicable to all banking customers of the Bank. It is based on the principles of transparency and fairness in the treatment of customers and their genuine grievances. It is therefore imperative and for all branches/Central Office to ensure that prompt and efficient service is rendered to all customers at all times.

It must however, be understood and is reiterated that this policy covers only compensation for financial losses which customers might incur due to deficiency in services offered by the Bank which can be measured directly in monetary terms. The commitments under this 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 and does not constitute admission of liability or any other issue of any nature whatsoever for the purposes of Adjudicatory proceedings.

Scope:

This policy document is designed to cover areas relating to unauthorized /erroneous debiting of accounts, payment of cheques after acknowledgement of stop payment of instructions, compensation for settlement of disputed ATM transactions, delay in ECS direct debits/other debits to accounts, lending, etc.

1. Unauthorized / Erroneous debits:

1.1 If the Bank has raised an unauthorized/ erroneous debit to an account, the entry shall be reversed immediately on being detected/informed, after due verification. If such a debit has resulted in a financial loss to the customer by way of reduction in the balance applicable for payment of interest on savings bank deposit or payment of additional interest

to the Bank in a loan account or levying of penalty for not maintaining the stipulated minimum balance in the account, Bank shall compensate the customer to that extent.

1.2 Further, if the customer has suffered any loss incidental to return of a cheque or not carrying out of direct debit instructions due to insufficiency of balance on account of the unauthorized / erroneous debit, Bank will compensate the customer to the extent of such financial loss, besides refunding the cheque return charges. However, customer will not be entitled to claim any compensation for loss of reputation or loss of profit.

1.3 In case verification of the entry reported to be erroneous by the customer does not involve a third party, the bank will endeavor to complete the process of verification within a maximum period of 7 working days from the date of reporting of erroneous debit. In case, the verification involves a third party, 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. ECS direct debits/other debits to accounts :

2.1 The bank will undertake to carry out direct debit/ ECS debit instructions of customers in time. If 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. Such compensation may be equivalent to the interest calculated on the amount to be debited, for the delayed period, at applicable Savings Bank rate, with minimum of Rs. 100/-, subject to a maximum of Rs.1,000/-.

2.2 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 the Bank levies any charge in violation of the arrangement or inadvertently, Bank will reverse the charges, subject to scrutiny of agreed terms and conditions, and compensate the customer by a sum equal to the charges reversed.

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 bank shall reverse the transaction within 2 working days of the customer intimating the Bank, and pass on interest benefit (towards loss of interest for unauthorized debit of the account) to protect the interest of the customer. Such debits will be reversed within 2 working days of the customer intimating the transaction to the bank.

Any consequential financial loss to the customer will be compensated as provided under para 2.1 above. However, no compensation will be paid if the cheque has been paid prior to acknowledgement of stop payment instructions.

4. Interest for delayed Collection of cheques:

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 banks **cheque collection policy**. Such interest shall be paid without any demand from customers in all types 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: (as per **cheque collection policy of the Bank**)

- Saving Bank Rate for the period of delay beyond 3 working days in case of local cheques.
- Savings Bank rate for the period of delay beyond 7 days but up to 14 days, in collection of outstation cheques.
- Where the delay is beyond 14 days interest will be paid at the rate applicable for term deposit for the respective period.
- In the event 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 loan account.

5. Compensation for loss of instrument in Transit:

The bank's compensation policy for financial loss suffered by the customers due to loss of instrument after it has been handed over to the bank for collection by the customer is indicated in our cheque collection policy. The same is extracted below for information:

Cheques/Instruments lost in transit / in clearing process or at paying bank's branch

- In the event of a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying banks branch, the Bank shall immediately on knowledge about 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. so take care that cheques, if any, issued by him/her are not dishonored due to non-credit of the amount of the lost cheques / instruments.
- In case an international cheque is lost, the Bank shall also advise the Correspondent bank viz. Saraswat Coop Bank, SVC Coop Bank, Bank of India, TJSB Sahakari Bank Ltd of all particulars of lost cheques / instruments for exercising caution.

- If the Bank loses the cheque, the Bank will bear the stop payment charges on customer producing relevant documents. The Bank may use its discretionary powers to reimburse reasonable expenses incurred by the customer in connection with the lost cheque.
- In case intimation regarding loss of instrument is conveyed to the customer after 7 days up to 14 days, interest will be paid for the period exceeding the collection period at the saving bank rate.
- 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.
- 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.
- In the event 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 loan account.

6. Issue of Duplicate Draft/Pay Order and Compensation for delays:

Duplicate Demand Draft/Pay Order will be issued within a fortnight from the receipt of such request from the purchaser thereof along with submission of documents as prescribed by the banks. 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.

7. ATM Failure

It is mandatory for bank to reimburse the customer, the amount wrongfully debited on account of failed ATM transaction (own ATM and other Bank ATM) within a maximum period of 7 working days from the receipt of the complaint. For any failure to re-credit the customer's account within 7 working 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.

8. Foreign Exchange Services:

The Bank would not compensate the customer for delays in collection of cheques designated in foreign currencies sent to foreign countries as the Bank would not be able to ensure timely credit from overseas banks. It is the Bank's experience that time for collection of instruments drawn on banks in foreign countries differ from country to country. However, the Bank will compensate the customer for undue delays in affording credit once proceeds are credited to the Account of the Bank with its correspondent Bank (at present SVC Bank, Saraswat Bank and TJSB Sahakari Bank Ltd, Bank of India). Such compensation will be given for delays beyond one week from the date of credit to our Bank's Account. The compensation in such cases will be worked out as follows:

a) Interest for the delay in crediting proceeds on delayed collection of cheques as indicated in the cheque collection policy of the bank.

9. 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.

In the event of Bank receiving any complaint from the customer regarding mis-selling of the Wealth Management Products (all third party products) by the Bank, or about having engaged in any improper conduct or about having acted in violation of any Code adopted by the Bank, the Bank shall take appropriate steps to investigate and handle the complaint. In case lapses by the Bank employees are established, the Bank shall compensate the customer to the extent of the direct financial loss suffered by him/her on account of the transaction, post ascertaining all the facts and documents available. However, the Bank shall not in any event compensate for any notional losses on account of the transaction.

10. Lenders liability - Commitments to borrowers :

- The bank would return to the borrower/s on obtaining a request letter all the securities/documents/title deeds of mortgaged property within 30 days from repayment of all dues agreed to or contract, subject to any other right/lien/claim by the Bank till the relevant claim is settled /paid. If any right to set off is to be exercised for any other claim, Bank would retain the securities/documents/title to mortgage property till the relevant claim is settled/paid. The bank will compensate the borrower for monetary loss suffered, if any due to delay in return of the title deeds/securities/documents after due closure of the account/s.

If the borrower does not turn up for collecting the documents within 30 days, then bank cannot be held liable

- In the event of loss of title deeds to mortgaged property at the hands of the Banks, the compensation will cover actual expenses incurred for any documentation for obtaining duplicate title deeds/documents plus a lump sum amount. The lump sum compensation would be paid as follows:

“The Bank would pay the compensation for delay in return of securities/documents/title deeds to the mortgaged property beyond 30 days of repayment of all dues agreed to or contracted, subject to above conditions (mentioned in 11.1), @ Rs.100/- per day subject to maximum Rs.5000/- to the borrower.” Competent Official of the Credit Department would approve payment of compensation.

The above would be applicable only to performing assets and also to non-performing assets (NPAs) which are repaid in full or settled under OTS, as per terms of settlement.

11. Unauthorized Electronic Transactions reported by Customers:

Bank must ask its customers to register for SMS alerts and email alerts mandatorily for electronic banking transactions. The customers should be advised to notify the bank of any unauthorized electronic banking transaction at the earliest after the occurrence of such transaction, and further inform the customers that the longer the time taken to notify the bank, the higher will be the risk or loss to the bank/customer. Bank shall endeavor to provide e-banking services to their customers maximum possible access to multiple channels (at a minimum, via website, phone banking, SMS, e-mail, a dedicated toll free helpline (limited hours) reporting to home branch during working hours etc.) for reporting unauthorized transactions that have taken place and or loss or theft of payment instrument such as card, etc. Bank shall also make maximum efforts to respond to the SMS and e-mail alerts so that the customers should not be required to search for web page or e-mail address. Further direct link for lodging the complaints with specific option to report unauthorized electronics transactions is provided on Bank's website. The loss /fraud reporting system shall also ensure that response is sent to the customers acknowledging the complaint.

The communication systems used by the bank to send e-mails and received replies to its emails thereto must record the time and date of reply of the email and receipt of customer response. This shall be important in determining the extent of customer's liability

The policy covers the liability of customers in different scenarios depending on whether compromise was at the Bank's end, customer's end or elsewhere in the system.

A) Limited Liability of Customers – in authorized Electronic Banking Transactions:-

(a)	Zero Liability of a Customer	<p>A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following events:</p> <ol style="list-style-type: none"> 1) Contributory fraud/ negligence/deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer). 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 from the bank regarding the unauthorized transaction. 						
(b)	Limited Liability of a Customer	<p>A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:-</p> <ol style="list-style-type: none"> 1) In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, 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. 2) 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 customer notifies the bank of such a transaction within four to seven working days of receiving a communication of the 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. <p style="text-align: center;">Table -1</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;">Type of Account</th> <th style="width: 30%; text-align: center;">Maximum Liability Rs.</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> <tr> <td> <ul style="list-style-type: none"> • All other Saving Bank Account • Current/Cash Credit / Overdraft Accounts of Medium and small enterprises • Current Accounts / Cash credit /Overdraft Accounts of Individuals with annual average balance </td> <td style="text-align: center; vertical-align: middle;">10000.00</td> </tr> </tbody> </table>	Type of Account	Maximum Liability Rs.			<ul style="list-style-type: none"> • All other Saving Bank Account • Current/Cash Credit / Overdraft Accounts of Medium and small enterprises • Current Accounts / Cash credit /Overdraft Accounts of Individuals with annual average balance 	10000.00
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		(during 365 days preceding the incidence of fraud)/ limit up to Rs.25 lakh	
		All other Current / Cash credit /Overdraft Accounts.	25000.00
c)	In case delay in reporting is beyond Seven Working days by customer	In this respect , liability of the customer will be to 100%	
(d)	Customer liability in case of unauthorized electronic banking transactions even in cases of customer negligence.	In this respect , liability of the customer will be to 100%	
(e)	In case of debit card / bank account, - Interest compensation from date of occurrence till credit given to customer i.e when the bank compensates the loss to customer within 7 days	In this respect, bank will pay interest at Saving Bank rate of interest to customers from date of occurrence till date of credit of amount to customer's account (even if the account is Cash credit / overdraft / current.	

Overall liability of the customer in third party breaches is summarized below-

Time taken to report the fraudulent transaction from the date of receiving the communication	Customer Liability
Within 3 working days	Zero Liability
Within 4 to 7 working days	Transaction value or the amount mentioned in the Table 1 whichever is lower
Beyond 7 working days	100% liability of customer

In the above proposition, the number of working days shall be counted excluding the date of receiving the communication from customer.

Reversal Timeline for Zero Liability/Limited Liability of customer:-

- 1) On being notified by the customer, bank shall credit 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. However, this amount will be kept under lien till the complaint is fully resolved.

2) Further , Banks shall ensure that :-

- A complaint is resolved and liability of the customer , if any established and the customer is compensated as specified above with in a period not exceeding 90 days from the date of receipt of the complaint. In such cases, lien-removing instructions should be approved by CEO/ DGM/ AGM, Operations after going to the facts of each case. This facts to be certified by Head of Information technology / Any other IT Executive because Electronic Transactions are not easy to decipher for banking purpose.
- Where bank is unable to resolve the complaint or determine customer liability, if any within 90 days, the compensation as prescribed above is paid immediately to the customer.

Reporting of unauthorized transactions by customers to Banks:-

In terms of Reserve Bank of India guidelines /instructions, following are the obligations on part of customers as well as banks to measure the liability arising out of these transactions.

Obligations of Customers	Obligations of Banks
The customers to provide mobile number and mandatorily register for SMS alerts and wherever available register for e-mail alerts, for electronic banking transactions.	1) The SMS alerts for transactions above Rs. 500/- shall mandatorily be sent to the customers, while email alerts may be sent, wherever registered. 2) Further, the bank may not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide mobile numbers to the bank
The customers should notify any unauthorized electronic banking transaction at the earliest after the occurrence of such transaction.	1) Bank proposes to provide customers with 24x7 access through multiple channels (at a minimum, via website, a dedicated toll-free helpline (for limited hours), reporting to home branch (during working hours) etc.) for reporting unauthorized transactions that have taken place and/ or loss or theft of payment instrument such as card, etc. 2) Further, a direct link for lodging the complaints, with specific option to report unauthorized electronic transactions shall be provided by bank on home page of its website. 3) The loss/ fraud reporting system shall also ensure that response is sent to the customers acknowledging the complaint

	<p>along with the registered complaint number.</p> <p>4) The communication systems used by bank to send communication and receive their responses thereto will record the time and date of delivery of the message and receipt of customer's response, if any, to them.</p> <p>5) On receipt of report of an unauthorized transaction from the customer, bank will take immediate steps to prevent further unauthorized transactions in the account</p>
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12. 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 Dont's 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/secure or confidential information, suffered by the customer until the time the Bank has been notified and has taken steps to prevent misuse.

13. Disclaimer clause:

Notwithstanding anything contained here in above, the Bank shall not pay any compensation due to

- 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.
- Where the issues are sub-judice and pending before Courts, Ombudsman, arbitrator, Government and matter put on hold due to stay.

14. Amendment / Modification of the Policy:

The Bank reserves the right to amend/modify this Policy, as and when deemed fit and proper, at its sole discretion.

15. 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/other labour disturbances, due notice whereof is given in advance to the customers through media, accident, fires, natural disasters or other "Acts of God", war, damage to bank's facilities or of its correspondent bank(s), absence of all types of usual modes of transportation, etc.) beyond the control of the bank prevents it from performing its obligation within the specified service delivery parameters.

Asst. General Manager
Central Office

General Manager & CEO