

## **Customer Compensation Policy of the Bank**

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## **1. Objective of the Policy**

Axis Bank offers high level of service standards for customers. In the event, for some reasons beyond the control of the bank or inadvertently, the bank is unable to meet the service levels committed in the dealings with individual customer, this compensation policy will be applicable. The policy is based on the principles of transparency and fairness in the treatment of our customers.

## **2. Scope**

Policy compensates the customer only for the financial loss incurred by him/her due to deficiency in the services offered by the Bank or any act of omission directly attributable to the bank. The policy does not cover and is not applicable in respect of claims made by customers on account of opportunity losses or damages or claims for reputational loss. The Compensation policy is therefore, designed to cover areas relating to unauthorized debiting of account, payment of interest to customers for delayed collection of cheques /instruments, payment of cheques after acknowledgement of stop payment instructions, remittances within India, foreign exchange services, etc. Policy is also applicable for resolving issues related to the 3rd party products like Insurance and Mutual fund products distributed by Bank.

Following areas are covered in the compensation of policy of the bank

### **2.1 Erroneous debiting of account**

- I. If the Bank has raised an erroneous direct debit to an account, upon being informed of the erroneous debit, the entry will be reversed after due verification.
- II. In the event, the erroneous debit has resulted in a financial loss to the customer by way of reduction in the minimum balance applicable for payment of interest on savings bank deposit or payment of additional interest to the Bank in a loan account or any charges levied for balance falling below the minimum balance requirement or any charges levied for return of cheques due to shortfall in balance, the Bank will compensate the customer to the extent of direct financial loss.
- III. The customer should approach the Bank within a maximum period of one month from the date of the erroneous debit.
- IV. In case the verification of the entry reported to be erroneous by the customer does not involve a third party, the Bank shall complete the process of verification within a maximum period of 7 working days from the date of reporting of the erroneous debit.

- V. 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 the erroneous transaction by the customer.
- VI. The Bank reserves its right to debit the customer's account for reversing the amounts in case a wrong credit is posted to the account without payment of any compensation.

## **2.2 Debits towards Service Charges**

The Bank would debit the customer's account with any applicable service charge as per the schedule of charges notified by it. In the event, the Bank levies any charges in violation of the arrangement it will reverse the same when pointed out by the customer subject to verification of the agreed terms and conditions. Any consequential financial loss to the customer will be compensated as provided under Para 2.1 point

Sub point ii.

## **2.3 Payment of Cheques after Acknowledgement of Stop Payment Instructions**

In case a cheque has been paid after stop payment instruction is acknowledged by the Bank, the transaction will be reversed and value-dated credit will be given to protect the interest of the customer. Such debits will be reversed within 7 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 sub- point ii.

## **2.4 Payment of cheque with mismatch in Positive Pay details**

In the event of cheque being paid in CTS clearing despite mismatch in payee name or amount on the cheque image with positive pay details submitted by the customers, such transaction will be reversed and value dated credit will be given to the customer. Such debits will be reversed within 7 working days of the customer intimating the incident to the Bank. These reversals will not be applicable if the customer has provided the confirmation for honouring the cheque even though there is mismatch in positive pay details previously submitted by the customer.

## **2.5 Debit of account, despite revocation of the NACH debit mandate with the Bank by the customer**

In event, a debit has been made to the customers' account, despite the revocation of the debit mandate with the Bank by the customer, the Bank shall reverse the transactions and shall give value dated credit to protect the interest of the customer. Such debits shall be reversed within 1 calendar day from the date of transaction (T+1 calendar day) (T represents the date of transaction). In event the Bank fails to reverse the transaction within the said period, compensation

shall be payable for the amount of INR 100/- per day for each day of delay beyond T+1 calendar days.

## **2.6 Funds transfer using NEFT & RTGS**

Penal interest to be paid by the Bank in case of delay in crediting the beneficiary customers account or on delayed return of un-credited amount to the remitter/remitting bank. The definition of delay in this case would be changed to "Time of Credit"

If the NEFT transaction is not credited or returned within two hours after batch settlement / RTGS transaction not credited within 30 minutes from the receipt of credit, then the bank is liable to pay penal interest to the affected customer at the current RBI LAF Repo Rate plus two percent for the period of delay / till the date of credit or refund, as the case may be, is afforded to the customers' account without waiting for a specific claim to be lodged by the customer in this regard. In case of any delay in returning the failed payment, the originating customer is eligible to receive compensation at current repo rate plus 2%. The penal interest payment on NEFT & RTGS transactions is guided by the relevant clause in the Penal interest policy forming a part of the CMS policy on collections and payments.

## **2.7 Failure to execute Direct Debits / ECS Debits/ Standing Instructions**

The Bank undertakes to carry out Direct Debits / ECS debits / standing instructions of customers in time subject to the following:

- i. Customer having already provided valid and complete mandate to accept any debit received through ECS. Customer having already submitted a mandate for standing instructions.
- ii. Direct debit/ ECS received is complete and correct.
- iii. Customer has sufficient balance in the account at the time of executing direct debits/ standing instructions/ ECS.

In case of failure to carry out the instructions subject to the aforesaid clauses and for reasons directly attributable to the Bank, the Bank will compensate the customers on the following lines:

**For direct debits / ECS debits** - The Bank shall compensate the customer by paying penal interest at the current RBI LAF Repo Rate plus 2% from the due date of credit till the date of actual credit without any claims raised by customer.

**For standing instructions** - The Bank shall compensate the customer to the extent of the financial loss not exceeding Rs. 100 per occasion (maximum of Rs. 1,000/-) subject to providing

proper supporting documents for having incurred the loss. In addition, the service charges, if any, recovered for execution of the Standing Instruction shall also be refunded.

## **2.8 Foreign Exchange Services – Collection of cheques outside India denominated in Foreign Currency**

- i. The Bank would compensate the customer for delays in collection of cheques designated in foreign currencies sent to foreign countries as per Bank's cheque collection policy
- ii. Further bank would also compensate the customer for any possible loss on account of adverse movement in foreign exchange rate.

## **2.9 Collection of Instruments within India**

- i. In case of cheques and other instruments sent for collection by the local branches through CTS clearing or to the centres within the country (outstation cheques), the TAT shall be adhered as defined in the cheque collection policy.
- ii. The bank will compensate customers on account of breach of TAT for realization of cheques as mentioned below:

**Local Cheques presented through CTS clearing:** Compensation at savings bank interest rate shall be paid for the corresponding period of delay.

**Outstation Cheques sent to the centres within the country:** As part of the Policy, 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 period 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.

- i. For a period of delay up to 14 days, savings bank rate of interest and for delay beyond 14 days, applicable term deposit rate of interest will be paid.
- ii. In case of extraordinary delay, i.e., delays exceeding 90 days interest will be paid at the rate of 2% above the corresponding Term Deposit rate.
- iii. 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. For extraordinary delays, interest will be paid at the rate of 2% above the rate applicable to the loan account.

**Cash Management Services:** For customers availing Cash Management Services (CMS), collection of instruments is carried out as per the terms of the bilateral agreement between the bank and customers. Penalties, if any, will be payable as per the terms of the bilateral agreement.

## **2.10 Erroneous debits arising on account of unauthorized banking transactions**

The following is laid down for all fraud cases, other than those pertaining to electronic transactions:

- If a fraud has been committed by a member of staff in the account of a customer, and it has been so established, Bank will not only restore the amount, it shall compensate the customer without demur.
- In cases where neither the Bank nor the customer is at fault, but the fault lies elsewhere in the system, the Bank will compensate the customer up to a limit of Rs. 5000/-. Such compensation would be paid only once in the lifetime of an account.

## **2.11 Unauthorized electronic banking transactions reported by customers**

Unauthorized electronic banking transactions are broadly categorized as under:

- i. Funds transfer to another account (within the Bank and outside the Bank)
- ii. Transaction done using Credit / Debit card
- iii. Transactions in shopping malls using Credit / Debit card iv. UPI transactions, Prepaid cards or Forex cards
- iv. Final resolution will be done within 90 days' basis the type of transactions and the date of request received.

For all such transactions, compensation will be as per Bank's Customer Protection Policy, which is available on the bank's website.

## **Aspects of Customer Protection Policy**

Policy outlines the obligations on behalf of bank and customer to ensure the onus of liability arising out of fraudulent transactions. Synopsis of the policy is as under:

### **Bank must ensure following:**

- Appropriate systems and procedures to ensure safety and security of electronic banking transactions
- Dealing quickly and empathetically with customer grievances
- Mandatorily ask customers to register for SMS & wherever available register for E-mail alerts for electronic banking transactions

- Mandatorily send SMS and wherever available send E-mail alerts for electronic banking transactions
- Advise customers to notify unauthorised electronic banking transactions to Banks instantly upon occurrence
- Facilitate reporting of unauthorised electronic banking transactions through Phone Banking, website (support section) IVR (dedicated helpline) and Branch network
- Ensure immediate acknowledgement of fraud reported by customer
- Take immediate steps on receipt of an unauthorised transaction from customer to prevent further damage
- If the Bank identifies through external intelligence or during the course of its investigations, that the customer is a repeated offender in reporting fraudulent transactions, then it shall not only declare customer's liability, but also terminate the relationship with due notice

**Customer must ensure the following:**

- Mandatorily register for SMS & Email alerts at the time of account opening
- Mandatorily notify the Bank about any change of mobile number, email ID & communication address
- Block/hotlist card or account if they suspect any malicious activities or in an event of lost /theft
- Customers at any point should not disclose or share account details, credit card number, PIN, CVV with anyone over mail, calls or any other mode of communication
- Confidentiality of password for internet banking & mobile banking should be ensured at all times.
- Customers to ensure passwords are kept secure and not to be recorded on paper or accessible electronic devices
- Customer should check the transaction message triggered by bank and report any discrepancy immediately
- Customer must submit necessary documentation to the bank as per defined timelines else the case stands closed under customer liability
- Statement of account should be checked regularly and discrepancy if any should be reported to the Bank immediately
- Passbook issued if any should be updated from time to time
- Crossed / account payee cheques should be issued as far as possible
- Blank cheques should not be signed, and customers should not record their specimen signature either on pass book or cheque book
- PIN & passwords should be changed on a regular basis

### Summary of Customer's Liability

Time taken to report the fraudulent transaction from the date of receiving the communication	Customer's liability (₹)	
<input type="checkbox"/> Within 3 working days	Zero Liability	
<input type="checkbox"/> Within 4 to 7 working days	All other SB accounts	
	Type of Account	Maximum Liability ( ₹ )
	BSBD Accounts	5,000
	All other SB accounts Prepaid Instruments & Gift Cards/Forex Cards Current/Cash Credit/OD accts. of MSMEs Current Account/Cash Credit/OD accts of individuals with annual average balance (during 365 days preceding the incidence of fraud)/ limit up to Rs.25 lakh Credit Cards with limit up to Rs. 5 lakh	10,000
<input type="checkbox"/> Beyond 7 working days	Current/Cash Credit/OD accounts, Credit Cards with limit above Rs. 5 lacs	25000
	Full Liability However, customer to be compensated up to a limit of Rs.5000/- or the transaction value, whichever is lower, only once in the lifetime of the account as per Bank's Board approved compensation policy	

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

### 2.12 Violation of the Code by Bank's agent

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, the Bank will take



appropriate steps to investigate and to handle the complaint and to compensate the customer for direct financial loss (if any), subject to the customer providing proper supporting document for having incurred the loss. This is also applicable to sale of Third Party Products by Axis Bank staff.

### **2.13 Transaction of 'at par instruments' of Co-operative Banks**

The Bank will not honour cheques drawn on current accounts maintained by other banks with it unless arrangements are made for funding against cheques issued. The co-operative bank from whose account the cheques have been issued would be responsible to compensate the cheque holder for non-payment / delayed payment of cheques in the absence of adequate funding arrangement.

### **2.14 Delay in release of Securities / Documents / Title deeds (loss of securities/ title deeds)**

The Bank has adopted the principles of liability of lenders. In terms of the guidelines for lender's liability and the Code of Bank's Commitment to customers, adopted by the Bank, the Bank would return to the borrowers, all the securities / documents / title deeds of the mortgaged property, within 15 days of repayment of all dues agreed to or contracted, including principal amount, interest, EMI, costs, service charges and all other amounts due. This is subject to there being no outstanding under any other loan / overdraft / other financial facility availed by the borrower from the Bank.

For mortgage loans, if the Bank has misplaced the securities / documents / title deeds provided by the customer at the time of availing the loan, it will issue a certificate indicating;

- i. that the securities/ documents / title deeds are misplaced
- ii. it will extend all assistance to the customer by obtaining duplicate documents, etc. at the cost of the Bank

There will be no compensation paid to the Borrower(s)/ Guarantor(s) in following circumstances:

- i. Force Majeure Events
- ii. If there is delay on the part of Borrower(s)/ Guarantor(s). For e.g. If any Borrower(s)/ Guarantor(s) is not available or does not have required Identity Proof to prove that he is the same person.
- iii. If the Borrower(s)/ Guarantor(s) have changed their residential/ mailing address/ phone numbers and have not intimated the Bank and the Bank is not able to contact them for collection of original title of documents. (Intimation by way of phone, letter or

email to any of the Borrower(s)/ Guarantor(s) will be deemed intimation to all Borrower(s)/ Guarantor(s).)

In case the Bank receives any complaint/ claim/ demand from the Borrower(s)/ Guarantor(s), legal heirs, executors, successors, joint owners/ holder(s), etc. intimating the Bank about inter se disputes and/ or not to hand over the title documents or hand over the same to particular person(s), etc. Bank shall direct the parties to resolve their disputes and thereafter approach the Bank with joint application signed by all concerned for release of such title documents or obtain necessary direction from competent authority/ court. Till such time, the Bank shall not be liable to release the title documents to the Borrower(s)/ Guarantor(s) (as the case may be) and shall not be liable to pay any party.

### **2.15 Delay in crediting failed ATM transactions**

The Bank shall facilitate pro-active reversal of failed ATM transactions within 5 calendar days from the date of the transaction. In event of failure on the Bank's part to reverse the transaction within the said timeframe, the Bank shall compensate the customer an amount of INR 100/- for each day of delay beyond 5 calendar days.

In event that the failure ATM transaction is found to be suspect (as per the Banks logs & records available for the said transaction) or in circumstances where the transaction is successful but still disputed by the customer, the Bank shall reverse the amount of the failed transaction, upon receiving claim / dispute from the customer and upon due verification of the claim/ dispute, the Bank shall credit the amount along with compensation of INR 100/- for each day of delay beyond 5 calendar days from the date of transaction till the date of credit of the amount to the customers' account.

In event of disputes, which relates to partial failure / dispensation, the Bank shall upon investigation of the transaction and other records, credit the disputed amount to the customer's account, within a period of 5 Calendar days from the date of dispute along with compensation of INR 100/- for each day of delay beyond 5 calendar days from the date of transaction till the date of credit of the amount to the customers' account.

### **2.16 Delay in crediting failed IMPS/ UPI transactions**

In case of a failed IMPS / UPI (P2P) transaction, where the account of the remitting customer has been debited but the beneficiary account is not credited (transfer of funds), the beneficiary bank shall reverse the failed transaction within a period of 1 calendar day from the date of the transaction (T+calendar1). In event if the delay in reversal of the failed IMPS/UPI transaction is

beyond the said timeframe, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said timeframe.

This compensation shall not be applicable if the remitting customer has transferred funds by way of a UPI/ IMPS transaction to a wrong beneficiary.

In case of a failed UPI (P2M) transaction, where the remitting customer's account is debited but transaction confirmation is not received at the merchant location, the beneficiary bank (acquiring bank) shall initiate an auto-reversal of the transaction within 5 calendar days from the date of transaction (T+ calendar5). In event, the delay in reversal of the failed UPI transaction is beyond the said timeframe, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said timeframe.

#### **2.17 Delay in crediting failed card transactions**

In case of a failed card to card transfer transaction, where the card account is debited but the beneficiary card account is not credited, the proceeds of the failed transaction shall be reversed to the initiating card within 1 calendar day from the date of transaction (T+ calendar1). In event, the delay in reversal of the failed card to card transaction is beyond the said time frame, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said time frame.

In case of failed Point-of-sale (PoS / Card present) and failed e-commerce (card not present) transactions, where the account is debited but confirmation is not received at the merchant location i.e., charge-slip is not generated, the transaction shall be auto-reversed within 5 calendar days from the date of the transaction (T+ calendar5). In event, the delay in reversal of the failed PoS transaction is beyond the said time frame of T+5 calendar days, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said time frame.

#### **2.18 Delay in crediting failed Aadhaar Enabled Payments systems (AEPS) transactions**

In case of a failed AEPS transaction, where the customers' account is debited but confirmation is not received at the merchant location or where the customers' account is debited but beneficiary's account is not credited, the acquiring bank shall initiate the credit adjustment within 5 calendar days from the date of transaction (T+ calendar 5). In event, the delay in initiating credit adjustment is beyond the said time frame of T+5 calendar days, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said time frame.

#### **2.19 Delay in crediting failed Aadhaar Payment Bridge System (APBS) transactions**

In case of a failed APBS transaction, where beneficiary's account is not credited, the acquiring bank shall initiate the reversal within 1 calendar day from the date of transaction (T+1). In event,

the delay in initiating credit adjustment is beyond the said time frame of T+1 calendar day, the beneficiary bank shall pay compensation of INR 100/- per day beyond the said time frame.

### **2.20 Delay in credit of failed National Automated Clearing House (NACH) transactions**

Beneficiary bank to reverse the uncredited transaction within T+1 calendar day. Bank will compensate @ Rs 100 per day for delay beyond T+1 calendar day.

### **2.21 Delay in credit of beneficiary account for transactions initiated through Prepaid Instruments- Cards/Wallets**

**Offus transaction-** The transaction will ride on UPI, card network, IMPS, etc., as the case may be. The TAT and compensation rule of respective system shall apply.

**On-Us transaction-** PPI debited but transaction confirmation not received at merchant location. Reversal to be effected in T+1 calendar day. For any delay beyond T+1 calendar day, customer to be compensated @ Rs.100 per day.

### **2.22 Payment of interest for delay in issue of duplicate draft**

Duplicate draft will be issued to the purchaser on the basis of adequate indemnity. The Bank will issue duplicate draft (drawn on the Bank) to the customer within -15 working days from the receipt of such request.

For delay beyond the stipulated period, the Bank will compensate the customer at the rate applicable for fixed deposit of corresponding maturity. Such compensation would be paid at the rate applicable for fixed deposit for the number of days over and above the stipulated period.

This would be applicable only in cases where the request for duplicate demand draft is made by the purchaser or the beneficiary and would not be applicable in the case of third party endorsements.

### **2.23 Transactions / charges on Credit Cards**

Where it is established that the Bank had issued a credit card without consent of the recipient, the Bank would not only reverse the charges immediately but also pay compensation without demur to the recipient amounting to twice the value of charges reversed in this regard. Charges will include only those charges that are levied to customer even when no transactions have been done on the card and such charges have been actually recovered from the customer.

Transactions reported as erroneous by customers in respect of credit card operations, which require specific reference to a merchant establishment will be handled as per Chargeback rules laid down by VISA/MasterCard International. The Bank will provide explanation and, if necessary, documentary evidence to the customer within a maximum period of 60 days, provided the dispute/protest is raised within 60 days of transaction date and the required charges for locating the charge slip are paid.

#### **2.24 Mis-selling of 3<sup>rd</sup> party products**

In the event the Bank receives a complaint from customer alleging mis-sell of third party products by Bank or having engaged in improper conduct or having acted in violation of the Code adopted by the Bank, it shall take appropriate steps to investigate the complaint. If the Bank identifies case of mis-selling by its staff it will initiate disciplinary action based on severity of the issue and compensate customer suitably.

#### **2.25 Loss or damage to the contents of the Safe Deposit Locker**

**Liability of Bank arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer** - The Bank shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer.

**Liability of Bank arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the bank** - In instances where it is established that the loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by its employee(s), the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

#### **2.26 Compensation for delayed payment / delayed credit of foreign inward remittance**

Axis Bank shall pay or send intimation, as the case may be, to the beneficiary in two working days from the date of receipt of credit advice / Nostro statement. On receipt of disposal instruction complying with guidelines, required documents from the beneficiary the Bank shall transfer funds for the credit of beneficiary's account immediately but not exceeding two business days from date of such receipt.

In case of delay, the bank shall pay the beneficiary interest @ 2 % over its savings bank interest rate. The bank shall also pay compensation for adverse movement of exchange rate, if any, as

per its compensation policy specifying the reference rate and date applicable for calculating such exchange loss.

In case, the beneficiary does not respond within five working days from receipt of credit intimation as above, the bank shall initiate action to crystallize the remittance;

a. Bank notify due action to the remitting bank and the beneficiary

b. Bank shall crystallize the remittance within certain period as per their policy, not exceeding the time allowed for surrendering of foreign currency under any Statute or Regulation or RBI Directions.

### **3. Award of Compensation**

The compensation shall be paid by replicating the effect obtained through back-valuation of the affected transaction or in case of compensation amounts being specifically stated by the regulator, the actual amount of compensation calculated in the form and manner prescribed would be credited to the customer along with the proceeds of the failed transaction.

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.

No claim would be considered, under any circumstance, based on qualitative aspects like reputation damages, loss of image in the society, loss of business, loss of income, etc.

The amount of compensation is restricted to the actual financial loss of the customer arising out of the amount in the books of the Bank only and in any case, to the maximum limits prescribed for the various services given above.

In case the Bank is liable to pay any compensation in accordance with the Policy, the same would be paid to the complainant within 7 working days from the completion of the investigation or where specifically stated in regulatory guidelines along with the amounts of the failed transactions.

### **4. Force Majeure**

The Bank shall not be liable to compensate customers for delayed credit/non-availability of any service, 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 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.

## **5. Customers' responsibility**

Bank will not be responsible for the loss to the customers due to customer's lack of caution in safe-keeping the Cheque book, passbook, cards, PIN, unsecured movement of duly issued cheques 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.

### **5.1 Submission of Positive Pay details**

- Bank has enabled Positive Pay platform to customers for submitting the cheque details at the time of issuance of the cheques for value of Rs.50,000 & above. In case of any fraud, wherein the drawer's signature and cheque leaf are genuine and positive pay details are not submitted by the customer, then Bank is not liable to compensate the customer. In such cases, RBI will not entertain complaints under the Panel for Resolution of Disputes (PRD) mechanism at the CTS Grids. For e.g., Customer has issued the cheque with different payee name or amount and fraudster has altered these details and there is no lapse from Bank's end at the time of clearing the cheque.
- RBI has allowed member Banks to make Positive Pay details mandatory if cheque value is Rs.5,00,000/- and above (Please refer to the RBI Circular No. RBI/2020-1/41/DPSS.CO.RPPD.No.309/04.07.2005/2020-21 dated September 25<sup>th</sup>, 2020). However, Bank has decided to implement this clause w.e.f. 01.09.2021 post which customer must mandatorily submit Positive Pay details if cheque value is Rs.5,00,000/- & above. In the absence of Positive Pay details for cheque with value Rs.5,00,000/- & above (i.e., due to non-submission of details by the customer), the cheque will be returned to the presenting Bank when the cheque is presented through CTS clearing.

## **6. Government Investment Products, Pension Scheme (APY and NPS) and Pension**

As per the guidelines from PFRDA vide Circular No. **PFRDA/02/05/104/0001/2017-Rns-POPs** dated **15<sup>th</sup> September' 2017**, all POPs need to adhere to the timelines for processing of Customer requests. The request may be New Account opening / Subsequent Contribution / Shifting PRAN

request / exit request / any other kind of customer request. The list of Service Requests with the timelines are defined in the attached Schedule along with the compensation to be paid in case of delay.

In case of delays, the POP is liable to pay a compensation to the customer at the defined rate and credit the same to the Customers PRAN.

The data of such delays will be published to Senior Management on a periodic basis and the same will be presented to the CSCB.

As per the guidelines from Central Pension Accounting office vide Circular **RBI/2021-22/08 DGBA.GBD. No. S-1/31.02.007/2021-22** dated **17<sup>th</sup> May 2021**, all Agency Banks need to adhere to the timelines for processing of Pension disbursement.

In case of delays, the Pension paying banks should compensate the pensioner for delay in crediting pension/ arrears thereof at a fixed interest rate of 8 per cent per annum for the delay after the due date of payment and the compensation shall be credited to the pensioner's account automatically without any claim from the pensioner on the same day when the bank affords credit for revised pension/ pension arrears, in respect of all delayed pension payments made since October 1, 2008.

The compensation will be calculated at the rate specified in the Central Pension Accounting office vide Circular RBI/2021-22/08 DGBA.GBD. No.S-1/31.02.007/2021-22. It is calculated at a fixed interest rate of 8 per cent per annum for the delay after the due date of payment and the compensation shall be credited to the pensioner's account.

All the grievances raised by the pensioners to be resolved at the branch which is the first level of channel for resolution of customer grievances.

## **7. Disclaimer clause**

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

- I. Dishonour of at par payment agreement with other banks, due to non- funding and security compliance.
- II. 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.
- III. Where the issues are sub-judice and pending before Courts, Ombudsman, arbitrator, Government and matter put on hold due to stay.



- IV. Credit Card transactions disputed by customers will be handled as per Chargeback rules laid down by VISA/MasterCard International/Rupay (NPCI). The Bank will provide explanation and, if necessary, documentary evidence to the customer within a maximum period of 120 days.

#### **8. 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. However, the Bank shall endeavour to review the Policy at annual intervals.

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**Last Reviewed – June, 2022**