Ujjivan Small Finance Bank

**Customer Compensation Policy** 

November 14, 2024

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### 1. Introduction

Ujjivan Small Finance Bank (USFB or the Bank) believes in fair treatment of its customers and providing responsible finance to the lesser served sections of the society. The Bank promotes ethical behaviour based on the principles of integrity and transparency by staff towards its customers. The Bank seeks to offer its customers quality services and shall endeavour to ensure that the customers do not face any challenges while utilizing any products or services.

In case of any customer grievances, the customer shall be free to voice his/ her grievances through the Grievance Redressal machinery as documented in the Customer Grievance Redressal Policy of the Bank. This policy seeks to document the principles on which customers will be compensated for any defect/ deficiency in products/ services.

## 2. Objectives of the Policy

The prime objective of this policy document is to establish a system whereby the Bank shall compensate the customer due to defect/ deficiency in products/ services on the part of the Bank or for any act of omission or commission, directly attributable to the Bank and its employees.

The key objectives of the Customer Compensation Policy are to:

- Put in place a central document in which compensation under other policies are covered
- Lay down a framework for compensating customers in different types of scenarios without demur, which is in line with the regulatory requirements
- Ensure that the Bank employees at all levels are aware of the policy of the Bank in this regard, so that dealings with the customer is uniform across geography and types of customers and is based on transparent standards/procedures.
- Increase the customer satisfaction levels by compensating the customer suo moto, thereby reducing the number of customer complaints, Banking/Integrated Ombudsman awards, etc.
- Communicate the policy clearly to the customer that the Bank shall be liable only to the extent of direct financial loss suffered by the customer and the timelines within which the customer shall be compensated

This policy document shall include the compensation relating to the following:

- 1) Erroneous Debits arising on fraudulent or other transactions, which are under direct control of the Bank, through any channel
- 2) ECS direct debits/ other debits to accounts
- 3) Payment of cheques after issuance of 'Stop Payment' instruction
- 4) Payment of interest for delays in cheque collection
- 5) Cheques/ Instruments lost in transit/ in clearing process or at branch
- 6) Payment of interest for delay in issue of duplicate draft
- 7) Delay in crediting failed ATM transactions, the Bank has been mandated to resolve customer complaints by re-crediting the customer's account within 7 working days from the date of complaint.
- 8) Delay in affording credits and/or return of transactions i.e., NEFT to be credited within 2 hours and re-credit in case of failed transaction within 1 hour
- 9) Force Majeure

10)Other unauthorised actions of the Bank leading to a financial loss to customer

- a. Delay in release of securities/ documents/ title deeds
- b. Mis-selling of third-party products
- c. Timelines for payment of compensation amount
- d. Violations of Code of Commitment to Customer by the Bank's agents

## 3. Applicability of the Policy

The policy will be applicable to all the staff, whether or not customer facing. The policy shall cover all customers of the Bank irrespective of the product/ service they may have availed of. The policy document shall cover the details of the procedure the employees at the Bank need to follow when compensation is to be paid in respect of any complaint. The policy will also apply to Business Correspondents (BCs)/ Agents and shall be applicable in respect of all customers catered to by branches or by BCs/ Agents of the Bank. The policy will cover all the products and services offered by the Bank including third party products distributed by the Bank.

It is reiterated that the policy covers only compensation for financial losses in real terms for specific value which customers might incur 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 the Bank's rights in defending its position before any Court of Law, Tribunal or any other 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. 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 pertaining to reputation loss.

### **Governance Structure**

In line with RBI guidelines, the Bank will have grievance redressal mechanism at three levels i.e., the Board, Senior Management and Branches which has been elaborated in the Bank's Customer Grievance Redressal Policy. The Customer Service Committee at the Board level shall assess and review the overall implementation of customer service policies and initiatives. The Standing Committee on Customer Service at Senior Management level shall serve as a micro level executive committee for driving the implementation of customer service policies and initiatives and shall act as a bridge between the various units of the Bank and Customer Service Committee of the Board. The Branch Level Customer Service Committee shall act as a formal channel of communication between the customers and the Bank at the branch level.

The customer may approach the Branch's Customer Care Representative (CCR) or Branch Operations Officer or Branch Manager about the dissatisfaction or defect/ deficiency in the products/ services that is being utilized. Alternatively, the customer may highlight his grievances through the customer care helpline, letter or through email to designated nodal officers of the Bank. If customer is not satisfied with solution provided by Bank for his/ her complaint, or no response is received from the Bank, the customer may also point out the defects/ deficiencies in products/ services through external channels such as the Integrated Ombudsman (IO), Banking Code and Centralized Public Grievance Redressal and Monitoring Systems (CPGRAMS).

The customer complaints shall be dealt with as per the procedure outlined in the Customer Grievance Redressal Policy. Upon investigation of the complaint, if the customer has been found to be unfairly treated or has been subject to any unauthorized actions of the Bank staff or his account has been debited wrongly (as detailed in paragraph 5 below), the customer shall be compensated in line with the principles as laid down in this policy.

The detailed responsibilities of each of the aforesaid Committees with respect to customer compensation are elaborated as under:

### 4.1 Customer Service Committee of the Board

While the constitution and detailed responsibilities of the Committee are documented in the Customer Grievance Redressal Policy, the responsibilities of the Committee with respect to customer compensation are as under:

- Take regular inputs on the numbers of cases in which customer compensation was given, the amount of such compensation and service delivery from the Standing Committees on Customer Service, which in turn shall obtain inputs from Branch Level Customer Service Committees and give suitable recommendations on key areas of improvement.
- Review and approve 'delegation of authority matrix' for approving customer compensation
- Review product approval process with respect to suitability and appropriateness for the customers
- Review the audit findings on quarterly basis of the services rendered to the customers and correlate it with the number of cases where customer compensation was paid
- Review results of annual survey of customer satisfaction and provide improvements in quality of customer service
- Review Banking / Integrated Ombudsman (BO/IO) awards on a periodic basis, address systemic deficiencies brought out by these awards and report cases with delayed implementation of more than 3 months to the Board with reasons for delay to facilitate necessary remedial action on priority
- Review, on a quarterly basis, the position of the complaints against the Bank with the BO offices/ Consumer Courts/ Courts and analyse the reasons for these complaints not getting resolved by the Bank itself

### **4.2 Standing Committee on Customer Service**

The primary responsibilities of the Committee with respect to customer compensation shall be as under:

- Study the trends of customer complaints in which customer compensation is paid/rejected by the Bank with justification for rejection and suggest corrective action plan for the identified issues
- Review existing practices and procedures which may lead to frequent customer complaints and then result into customer compensation and initiate necessary corrective action on an ongoing basis to improve these procedures

- Submit a report on the areas reviewed, procedures/ practices identified and simplified and trends of cases where customer compensation is being paid, to the Customer Service Committee of the Board on a periodic basis
- Examine the quarterly reports submitted by the Branch Level Customer Service Committees, analyse the trend of customer complaints and those where compensation is paid, and provide relevant feedback to the Customer Service Committee of the Board.

### 4.3 Branch Level Customer Service Committees

The Branch Level Customer Service Committee will be responsible for strengthening of customer service at branch level through interaction with diverse set of customers. It may also submit quarterly reports giving inputs/ suggestions to the Standing Committee on Customer Service thus enabling the Standing Committee to examine them and provide relevant feedback to the Customer Service Committee of the Board for necessary policy/ procedural action so that the instances of compensation do not recur or reduce in volume and amount. The Committee shall meet at least once in a month.

### 4.4 Grievance Redressal Division & Principal Nodal Officer

The Bank shall form a Grievance Redressal Division (GRD) as a part of its Service Quality team at its Head Office to oversee the implementation of the customer complaint handling mechanism for the entire bank. This cell shall be headed by a Principal Nodal Officer (PNO) (not below the rank of GM or equivalent) who shall review on monthly basis the cases where customer compensation was initiated/ rejected in case of no compensation. The PNO shall identify and study trends and report it to the Standing Committee on Customer Service and shall provide appropriate direction to the Regional Nodal Officers (Regional Manager – Service Quality) at every Region.

### 5. Recognition of deficiency and compensation

### 5.1 Erroneous debits arising on fraudulent or other transactions, which are under direct control of the Bank, through any channel

- In case of any fraudulent encashment/ debit, the Bank shall compensate its customer without demur if it is evident that an irregularity/ fraud had been committed by its staff towards the customer. The amount of compensation shall be the amount of debit with the direct financial loss to the customer.
  - \*Direct Financial loss includes the following: savings bank interest, levy of interest in a loan account or levy of charges on account of non-maintenance of balance or dishonour of cheques/ ECS/ NEFT due to insufficient balance on account of such debit.
- In cases where it is established through process of court or sufficient documentary records that the Bank is at fault, the Bank would compensate the customer appropriately.
- In cases where neither the Bank nor the customer is at fault, depending on the facts of the case and on case-to-case basis the Bank shall compensate up to 5% of the direct financial loss suffered by the customer subject to a maximum of Rs.5000 within 15 days from the date of reporting of the erroneous debit.
- In case if the verification of the erroneous entry does not require verification from a third party, the Bank shall arrange the verification of the entry within 7 working days from the

date of reporting the erroneous debit. However, if the verification involves a third party, the Bank shall ensure completion of the verification process within 1 month from the date of reporting of the erroneous debit.

#### **Limiting Liability of Customers in Unauthorised Electronic Banking Transactions** 5.2

### A. Zero Liability of a Customer

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

- (i) Contributory fraud/ negligence/ deficiency on the part of the bank.
- (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.

### B. Limited Liability of a Customer

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

- (i) 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.
- (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 below table, whichever is lower. The customer will bear the entire loss if the delay in reporting is beyond seven working days.

Type of Account	<b>Maximum liability (₹)</b>	
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 Rs.25 lakh	10,000	
Credit cards with limit up to Rs.5 lakh		
All other Current/ Cash Credit/ Overdraft Accounts	25,000	
Credit cards with limit above Rs.5 lakh	23,000	

The bank shall report the instances of customer liability including unauthorized electronic banking transactions to Standing Committee on Customer Service.

Customers shall be advised 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 shall be advised to notify their bank of any unauthorised electronic banking transaction at the earliest after the occurrence of such transaction

Bank on receipt of such complaints of unauthorized transactions shall take necessary action as per the process in place.

Bank shall ensure that: (i) a complaint is resolved and liability of the customer, if any, established within such time, as may be specified above, but not exceeding 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of paragraphs 6 to 9 on the limiting liability circular issued by RBI currently and as amended from time to time.

#### 5.3 ECS (Electronic Clearing System) direct debits/ other debits to accounts

- If the Bank fails to carry out the direct debit/ ECS instructions of customers, the Bank shall compensate the customer to the extent of direct financial loss as defined above in para 5.1, if any, that the customer shall be subject to on delay/ failure in carrying out the debit instruction.
- If the Bank levies any service charges or other fees which are not as per the tariff schedule, terms and conditions governing the product and/ or the agreement of the Bank with the customer, the Bank shall reverse the charges after verification and compensate the customer to the extent of any direct financial loss to the customer on account of such levy of charges.

#### **5.4** Payment of cheques after 'Stop Payment' instructions

In case a cheque is cleared after 'Stop Payment' instructions have been received and acknowledged by the Bank, the Bank shall reverse the transaction within 2 working days from the date of reporting by the customer and give value-dated credit to the customer's account. The Bank shall also compensate the customer towards the direct financial loss suffered by the customer on account of such debit.

#### 5.5 Payment of interest for delays in cheque/instrument collection

The Bank shall be liable to compensate the customer in case of any delay in local and/ or outstation cheques. The Bank shall compensate the customer without demur and without request from the customer, in the form of interest on the amount of the instrument if there is any delay in giving credit beyond the stipulated time period, without any distinction between instruments drawn on the Bank's own branches or on other banks for the purpose

of payment of interest on delayed collection. The Bank shall not compensate the customer in case of errors arising on account of the customer.

- The Bank shall pay interest for delayed collection at the following rates:
  - Savings Bank rate for the period of delay beyond 7/10/14 days as the case may be in collection of outstation cheques.
  - Where the delay is beyond 14 days interest will be paid at the rate applicable to for term deposit for the respective period.
  - 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.
  - 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.
- Acts beyond the control of the Bank USFB shall not be liable to compensate customers for delayed credit in case of unforeseen event including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, war, damage to the bank's facilities or of its correspondent bank(s), absence of usual means of communication or all types of transportation, etc beyond the control of the bank preventing it from performing its obligations within the specified service delivery parameters

#### Cheques/ Instruments lost in transit/ in clearing process or at branch 5.6

- If a cheque/instrument accepted for collection is lost in transit or in clearing process or at the Branch, the Bank shall immediately inform the accountholder so that the drawer can be informed to record stop payment. The Bank shall also request the customer to ensure that other cheques issued by him/her are not dishonoured due to non-credit of the amount of the lost cheques/instrument.
- The Bank shall pay interest for the period exceeding the stipulated collection period (7/ 10/ 14 days) at the rates specified in para 5.4 above. In addition, the Bank shall pay interest on the amount of the cheque for a further period of 15 days at the savings bank rate to provide for likely further delay in obtaining duplicate cheque/ instrument and collection thereof.
- USFB would also compensate the customer for any reasonable charges (up to Rs.500/-(Five Hundred only) that 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 that would charge a fee for issue of duplicate instrument.

#### 5.7 Payment of interest for delay in issue of duplicate draft

In case of loss of demand draft, the Bank shall issue a duplicate draft, in lieu of lost draft within a fortnight from the receipt of such request. For any delay beyond the stipulated period, the Bank shall pay interest at the rate applicable for fixed deposit of corresponding maturity as compensation to the customer, provided the request for the duplicate demand draft is made by the purchaser/beneficiary only. The compensation shall not be available if the draft is endorsed to third parties.

#### 5.8 Delay in affording credit and/ or return transactions

- If the Bank fails to meet the RBI prescribed timelines i.e., NEFT to be credited within 2 hours and re-credit in case of failed transaction within 1 hour with respect to NEFT/ECS transactions, the Bank shall compensate the customer to the extent of penal interest at the RBI LAF Repo Rate plus 2% from the due date of credit till the date of actual credit for any delayed credit to the customer's account. Penal interest shall be credited to the beneficiary's account even if no claim is lodged.
- In case of delay in credit on the same day for RTGS transactions, compensation shall be paid to the customer for one day. In the event of any delay or loss on account of error, negligence or fraud on the part of an employee of the Bank in the completion of funds transfer pursuant to receipt of payment instruction by the Bank leading to delayed payment to the customer, the Bank will pay compensation at current RBI LAF Repo Rate plus 2% for the period of delay.
- In the event of delay in return of the funds transfer instruction for any reason whatsoever, the Bank will refund the amount together with interest at the current RBI LAF Repo Rate plus 2% till the date of refund. In case of delay in return of funds on the same day for RTGS transactions, compensation shall be paid to the customer for one day

### 5.9 Delay in payment of Bank Guarantee (BG) upon invocation by beneficiary /incorrect charges levied on bank guarantee issuance or cancellation

The Bank shall communicate the charges and commission to be collected for the BG issuance/cancellation at the time of the event. In case of any delay, loss on account of error, negligence or fraud on the part of an employee of the Bank in the communication of charges, invocation of BG, the bank shall compensate the customer for the financial loss incurred by him. However, notional loss shall not be compensated

## 5.10 Bank's liability in case of Gold Loans

In case of any proven cases of staff / procedural lapses received as a complaint from a customer, The Bank shall appropriately investigate and compensate the customer for any proven direct financial losses.

### 5.11 Bank's liability in case of Safe deposit Lockers

In accordance with the RBI's Circular on "Safe Deposit Locker/Safe Custody Article Facility provided by the banks-Revised Instructions, dated August 18, 2021", the Bank shall compensate the customer for losses occurred from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the bank etc. In such cases, the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

# 5.12 Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems

RBI has released circular on – 'Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems' on September 20, 2019. In this connection, RBI has put in place a framework on Turn Around Time (TAT) for resolution of customer complaints and compensation framework across all authorised payment systems.

### It may be noted that:

- the prescribed TAT is the outer limit for resolution of failed transactions; and
- the banks and other operators / system participants shall endeavour towards quicker resolution of such failed transactions.

Wherever 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.

Customers who do not get the benefit of redress of the failure as defined in the TAT, can register a complaint to the Integrated Ombudsman of Reserve Bank of India.

## **General Instructions covering the TAT for failed transactions:**

- 1. The principle behind the TAT in case of failed transactions is based on the following:
  - a. If the transaction is a 'credit-push' funds transfer and the beneficiary account is not credited while the debit to originator has been effected, then credit is to be effected within the prescribed time period failing which the penalty has to be paid to the beneficiary;
  - b. If there is delay in initiation of a transaction at the originator bank's end beyond the TAT, then penalty has to be paid to the originator.
- 2. A 'failed transaction' is a transaction which has not been fully completed due to any reason not attributable to the customer such as failure in communication links, nonavailability of cash in an ATM, time-out of sessions, etc. Failed transactions shall also include the credits which could not be effected to the beneficiary account on account of lack of full information or lack of proper information and delay in initiating a reversal transaction.

The framework for TAT for failed transactions and compensation therefor has been listed in below table:

Sl. no.	Description of the	Framework for auto-reversal and	
	Description of the	compens	
	incident	Timeline for auto-	Compensation
1 4 4 1 1 1		reversal	payable
1 Automated	<b>Feller Machines (ATMs) incl</b>		7.100/
a	Customer's account	Pro-active reversal (R)	₹ 100/- per day of
	debited but cash not	of failed transaction	delay beyond T +
	dispensed.	within a maximum of	5 days, to the credit of the
		T + 5 days.	account holder.
2 C1 T	- 4:		account noider.
2 Card Transa	1	T 1	<b>3</b> 100/ 1 C
a	Card to card transfer -	Transaction to be	₹ 100/- per day of
	Card account debited but	reversed (R) latest	delay beyond T +
	the beneficiary card account not credited.	within T + 1 day, if credit is not effected to	1 day.
	account not credited.	the beneficiary	
		account.	
b	Point of Sale (PoS) (Card	Auto-reversal within T	₹ 100/- per day of
	Present) including Cash at	+ 5 days.	delay beyond T +
	PoS - Account debited but	i o days.	5 days.
7	confirmation not received		
	at merchant location i.e.,		
	charge-slip not generated.		
С	Card Not Present (CNP)		
	(e-commerce) - Account		
	debited but confirmation		
	not received at merchant's		
	system.		
3 Immediate P	Payment System (IMPS)		
a	Account debited but the	If unable to credit to	₹100/- per day if
	beneficiary account is not	beneficiary account,	delay is beyond T
	credited.	auto reversal (R) by	+ 1 day.
		the Beneficiary bank	
		latest on $T + 1$ day.	
4 Unified Payr	nents Interface (UPI)		ī
a	Account debited but the	If unable to credit the	₹100/- per day if
	beneficiary account is not	beneficiary account,	delay is beyond T
	credited (transfer of	auto reversal (R) by	+ 1 day.
	funds).	the Beneficiary bank	
L	A a a a sum t d = 1 = 1 = 1 = 1	latest on T + 1 day.	₹100/ 1 °C
b	Account debited but	Auto-reversal within T	₹100/- per day if
	transaction confirmation not received at merchant	+ 5 days.	delay is beyond T
			+ 5 days.
	location (payment to merchant).		
	merchant).		

a	Account debited but	Acquirer to initiate	₹100/- per day if
	transaction confirmation	"Credit Adjustment"	delay is beyond T
	not received at merchant	within $T + 5$ days.	+ 5 days.
	location.	, and the stages	, e aajs.
b	Account debited but		
	beneficiary account not credited.		
6 Aadh	aar Payment Bridge System (APBS	)	
<u>a</u>	Delay in crediting	Beneficiary bank to	₹100/- per day if
	beneficiary's account.	reverse the transaction within T + 1 day.	delay is beyond T + 1 day.
7 Natio	onal Automated Clearing House (NA	ACH)	
a	Delay in crediting	Beneficiary bank to	₹100/- per day if
	beneficiary's account or	reverse the uncredited	delay is beyond T
	reversal of amount.	transaction within T + 1 day.	+ 1 day.
b	Account debited despite	Customer's bank will	
	revocation of debit	be responsible for such	
	mandate with the bank by	debit. Resolution to be	
	the customer.	completed within T + 1 day.	
8 Prep	aid Payment Instruments (PPIs) – C	 Cards / Wallets	
a	Off-Us transaction - The tra	nsaction will ride on UPI,	card network,
	IMPS, etc., as the case may	be. The TAT and compen	sation rule of
	respective system shall appl	y.	
b	On-Us transaction -	Reversal effected in	₹100/- per day if
	Beneficiary's PPI not	Remitter's account	delay is beyond T
	credited.	within T + 1 day.	+ 1 day.
	PPI debited but transaction		
	confirmation not received		

### 5.13 Compensation for delayed updation/ rectification of credit information

Complainants shall be entitled to a compensation of ₹100 per calendar day in case their complaint is not resolved within a period of thirty (30) calendar days from the date of the initial filing of the complaint by the complainant with the bank/ CIC.

The Bank shall pay compensation to the complainant if the Bank has failed to send updated credit information to the CICs by making an appropriate correction or addition or otherwise within twenty-one (21) calendar days of being informed by the complainant or a CIC.

The compensation amount shall be credited to the bank account of the complainant within five (5) working days of the resolution of the complaint.

These guidelines will be applicable from April 26, 2024.

## **5.14 Force Majeure**

The Bank shall not be liable to compensate customers for delayed credit if the Bank's or it correspondent bank's facilities are damaged due to unforeseen events (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other "Acts of God", war), due to which the Bank is not able to perform its obligations within the specified service delivery parameters.

## 5.15 Other unauthorised actions of the Bank leading to a financial loss to customer

## a) Delay in release of securities/ documents/ title deeds

The Bank shall return the original security documents submitted by the borrower within 15 days of repayment of all dues by the borrower, including principal amount, interest, EMI, costs, service charges, and all other amounts due as per the loan agreement. The Bank shall retain the right to set off for settlement of any other claim, after giving due notice with full particulars about the pending claims and shall retain the securities/ documents/ title to mortgaged property till the relevant claim is settled/paid. In case of delay beyond the stipulated period in returning the title documents to the borrower, In case where the delay is attributable to the bank, it shall compensate the borrower at the rate of ₹5,000/- for each day of delay.

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

### b) Mis-selling of third-party products

With respect to mis-selling, the Bank shall take appropriate steps to investigate any disputes related to insurance/ investment distribution (Either through direct sales or Telesales) and ascertain if there were any violations of the Policy on Mis-selling. 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.

### Timelines for payment of compensation amount

If the Bank is liable to pay any compensation under this policy, the same will be paid to the customer within 7 days from the completion of the investigation, the investigation shall be completed within one month from the date of customer complaint.

## d) Violations of Code of Commitment to Customer by the Bank's agents

In the event of receipt of any complaint from the customer that the Bank's authorised representatives such as Direct Sales Associates (DSAs), Debt Collection Agencies (DCAs) etc. have engaged in any improper conduct or acted in violation of any Code adopted by the Bank, the Bank shall take appropriate steps to investigate and to handle the complaint and to compensate the customer for direct financial loss.

# 5.16 Compensating customers on basis of awards issued by Insurance Ombudsman (IRDAI Master Circular on protection of policyholders dated Sept 05, 2024).

- i. The Bank, as a distribution channel, is required to comply with the award of the Insurance Ombudsman within 30 days of receipt of award.
- ii. In case the Bank does not honour the Insurance Ombudsman award within 30 days, a penalty of Rs. 5000/- per day shall be payable to the complainant for each day of delay. iii. Such penalty is in addition to the penal interest liable to be paid by the Bank under the Insurance Ombudsman Rules, 2017.
- iv. This provision will not be applicable in case Bank chooses to appeal against the award of the Insurance Ombudsman within 30days. In such case, due intimation shall be sent to the Policyholder.

### General

Acceptance of the compensation by the customers under this policy shall be deemed to be final settlement of all issues arising out of grievances for which compensation is claimed.