

UGB COMPENSATION POLICY (BANKING SERVICES)

1. Preamble

Technological progress in payment and settlement systems and qualitative changes in operational systems and processes undertaken by various players in the market have improved efficiencies for providing better service to the users of the system. It has been the endeavor of the Bank to offer services to its customers with best possible utilization of its technology infrastructure. Migration of all branches to Core Banking Solution (CBS) platform is a great leap in this direction. Reserve Bank of India has also been issuing various instructions/guidelines, from time to time. With a view to improving the level of customer service available to the customers of the Bank, Limiting Liability of Customers in Unauthorised Electronic Banking Transactions in terms of RBI's Circular no. DBR. No. Leg.BC.78/09.07.005/2017-18 dated 06.07.2017, the Compensation Policy for the Bank has been formulated.

2. Objective

The objective of the "Uttarakhand Gramin Bank Compensation Policy for Banking Services, hereinafter called as the Policy, is to establish a system whereby the Bank compensates the customer for the loss or inconvenience due to deficiency in service on the part of the Bank or any act of omission or commission, directly attributable to the Bank.

3. Scope

- a) The Policy will be applicable for all banking services to customers of the Bank.
- b) The Policy is based on principles of transparency and fairness in the treatment of customers. It is designed to cover deficiency in service in areas relating to unauthorized/ erroneous debit, non-execution/delayed execution of debit/credit NEFT/NECS/ECS/NACH transactions including unauthorized Electronic Banking Transactions, issuance of ATM/Debit Cards without written consent of customers, Payment of Cheque after acknowledgement of Stop Payment Instructions/ Non-blocking of lost ATM card after acknowledgement of request for its blocking, delay in collection of local /outstation cheques, loss of cheques/instruments in transit, delay in issuance of duplicate Bankers Cheque/GPO, delay in release of securities after payment of all dues, etc. as specified in the Policy.
- c) Grant of compensation under this Policy is 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.

4. Recognition of deficiency and compensation

4.1 Unauthorised / Erroneous Debit

- a) If the Bank has raised an unauthorised/ erroneous debit to an account, the entry shall be reversed with value dated credit to deposit/overdraft/loan account immediately on being detected/informed, after due verification.
- b) Further, if the customer has suffered any financial 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 in addition to an amount equivalent to interest calculated on the unauthorized/ erroneously debited amount at applicable Savings Bank rate, minimum Rs.100/-, besides refunding the cheque return charges.
- c) In case verification of the entry reported to be unauthorised /erroneous by the customer does not involve a third party, the Bank shall arrange to complete the process of verification within a maximum

period of 7 working days from the date of reporting of erroneous debit. If it involves a third party the bank shall complete the verification process within a maximum period of one month from the date of reporting of unauthorised/erroneous transaction by the customer.

d) In case any amount has been debited to the account of a customer on account of fraudulent transaction(s) and the Bank is at fault the amount will be restored to the affected customer account without delay/demur, once the fraud is established, with due verification.

e) If a fraud, in the account of a customer, has been committed by a member of staff, and has been so established, Bank will not only restore the amount, it will also pay compensation @ 1% above the applicable interest rate in respect of deposit/overdraft/loan account, for the period, on the amount involved.

4.2 ECS direct debits/other debits to accounts:

a) The Bank undertakes to carry out, within the prescribed time, direct debit /ECS (Electronic Clearing System) debit instructions of customers. In the event of non-compliance/delayed compliance of instructions by the Bank to meet such commitments, the 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 instruction.

b) Such compensation will in addition to an amount 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/-.

c) 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, the Bank will reverse the charges, subject to scrutiny of agreed terms and conditions, and compensate the customer with a sum equal to the charges reversed.

4.3. Penal interest payable for delays in credit/return of NEFT/NECS/ ECS transactions:

In terms of the NEFT / NECS / ECS Procedural Guidelines of RBI, as also the relevant circulars / instructions issued by RBI from time to time, the Bank will afford credit to beneficiary accounts or return transactions (uncredited for whatever reason) to the originating / sponsor Bank within the prescribed timeline. Any delays in doing so will attract the following penal provisions:

4.3.1. NECS / ECS-Credit:

Destination Bank would be held liable to pay penal interest at the current RBI Repo Rate plus two per cent from the due date of credit till the date of actual credit for any delayed credit to the beneficiary's account. Penal interest shall be credited to the beneficiary's account even if no claim is lodged."

4.3.2.NEFT:

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

4.4. Issue of ATM/Debit Cards without written consent of customers:

Where the Bank had issued an ATM / Debit card without written consent of the customer, which has been disputed by the customer without using the card, the said ATM/Debit card will be taken back by the Bank and cancelled. The Bank would not only reverse the charges, if levied, immediately but also pay compensation to the customer @Rs100/-.

4.5. Payment of Cheque after acknowledgement of Stop Payment Instructions/ Non-blocking of lost ATM card after acknowledgement of request for its blocking:

4.5.1. The instruction for Stop Payment of cheque/ blocking of lost ATM card will be accepted at Home Branch /through Contact centre/ Internet Banking (alternate channel).

4.5.2. In case a cheque has been paid after acknowledgement of its stop payment instruction /ATM Card has not been blocked after such a request has been acknowledged by the Bank, the Bank shall reverse the debit on account of stopped cheque/ blocked ATM card with value dated credit within two working days of the customer intimating the transaction to the Bank, and also compensate the customer with Rs.100/-.

4.5.3. However, no compensation will be paid if cheque has been paid/ ATM Card transaction has occurred prior to acknowledgment of instructions for stop payment of cheque/ blocking of lost ATM Card.

4.6 Limiting Liability of Customers in Unauthorised Electronic banking transactions:

The systems and procedures in the Bank has been designed to make customer feel safe about carrying out electronic banking transactions. On receipt of report of an unauthorised transaction from the customer, bank to take immediate steps to prevent further unauthorised transactions in the account.

4.6.1 Reporting of unauthorised transactions by customers to banks:

a) Customers will mandatorily register for SMS alerts for electronic banking transactions. The SMS alerts shall mandatorily be sent to the customers.

b) The customers will be advised to notify the Bank of any unauthorised electronic banking transaction at the earliest after the occurrence of such transaction, and informed that the longer the time taken to notify the Bank, the higher will be the risk of loss to the bank/ customer. To facilitate this, the Bank will provide customers with access through multiple channels (at a minimum, via ATM toll-free helpline, reporting to home branch, etc.) for reporting unauthorised transactions that have taken place and/ or loss or theft of payment instrument such as card, etc.

c) The communication systems used by the Bank to send alerts and receive their responses thereto will record the time and date of the message sent and receipt of customer's response, if any, to the Bank. This shall be important in determining the extent of a customer's liability.

d) The Bank will not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide mobile numbers to the Bank.

e) On receipt of report of an unauthorised transaction from the customer, the Bank will take immediate steps to prevent further unauthorised transactions in the account.

4.6.2 Limited Liability of a Customer:

a. Zero Liability of a Customer:

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

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

(ii) Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the Bank within three working days of receiving the communication from the Bank (by SMS alert, email or letter) regarding the unauthorised 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 unauthorised transaction to the Bank. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the Bank.

(ii) In cases where the responsibility for the unauthorised electronic banking transaction lies neither with the Bank nor with the Customer, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the Bank) on the part of the Customer in notifying the Bank of such a transaction, the per transaction liability of the Customer shall be limited to the transaction value or the amount mentioned in Table 1, whichever is lower.

Table 1
Maximum Liability of a Customer under above paragraph 4.6.2.b (ii).

Type of Account	Maximum liability (Rs.)
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
All other Current/ Cash Credit/ Overdraft Accounts	25,000

4.6.3 Overall liability of the customer in third party breaches, as detailed in paragraph 4.6.2.a (ii) and paragraph 4.6.2.b (ii) above, where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, is summarised in the Table 2:

Table 2
Summary of Customer's Liability

Time taken to report the fraudulent transaction from the date of receiving the communication	Customer's liability (Rs.)
Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond 7 working days	Full liability.

4.6.4. Reversal Timeline for Zero Liability/ Limited Liability of customer

On being notified by the customer, the bank will credit (shadow reversal) the amount involved in the unauthorised electronic transaction to the customer's account within 10 working days from the date of such notification by the customer. The credit shall be value dated to be as of the date of the unauthorised transaction.

4.6.5 Further, banks will ensure that:

a) a complaint is resolved and liability of the customer, if any, established within 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of paragraphs 4.6.2 to 4.6.4 above;

b) where it is unable to resolve the complaint, or determine the customer liability, if any, within 90 days, the compensation as prescribed in paragraphs 4.6.2 to 4.6.4 is paid to the customer; and

c) in case of debit card/ bank account, the customer does not suffer loss of interest.

4.7. Collection of cheques payable in India

4.7.1. Payment of Interest for delayed Collection of Outstation Cheques:

As part of the compensation policy of the bank, the bank will pay interest to its customers on the amount of collection instruments in case there is delay in giving credit beyond the time period specified in Bank's Cheque collection policy, which is as under:

	UGB Branches	Branches of other Banks
a) Cheque presented at CTS Centres	8 days	10 days
b) Non CTS centres	10 days	14 days

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

- a) For collection of Cheques drawn on UGB, Saving Bank rate for the period of delay beyond 8/10 days 4.7.1 (a) & (b), (interest will be payable) from 9th/11th day for the centres (a) & (b).
- b) Saving Bank rate for the period of delay beyond 10/14 days, as the case may be, in collection of outstation cheques drawn on other banks, i.e. [the interest will be payable] from 11th /15th day.
- c) Where the period of delay is beyond 14 days, interest will be paid at the rate applicable for term deposit for the corresponding period or Saving Bank rate, whichever is higher.
- d) 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.
- e) In the event of the proceeds of cheque under collection to be credited to an overdraft / loan account of the customer, interest will be paid at the rate applicable to the loan account.

4.7.3. Such interest shall be payable with a minimum of Rs. 25/- (Rupee twenty five only) Such interest shall be paid without any demand from customers in all types of accounts.

4.8. Compensation for delay in clearance of Local Cheques:

4.8.1. Cheques deposited in the drop-box within branch premises, before the specified cut-off line will be sent for clearance on same day, for which the clearance period will be T+1 working days. Cheques deposited after the cutoff time will be sent for clearing on next day, for which clearance period will be T+2 working days.

4.8.2. The compensation to the customers is payable in case of delay in clearance of local cheques beyond above stipulated period without any demand from customers in all types of accounts at Savings Bank interest rate.

4.8.3. Bank shall also permit usage of the shadow credit afforded to the customers' account immediately after closure of relative return clearing and withdrawal may be allowed on the day of affording shadow credit or maximum within an hour of the commencement of business on the next working day, subject to usual safeguards.

4.9. Compensation for loss of Cheques / Instruments in transit

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

4.9.2 In case intimation regarding loss of instrument is conveyed to the customer beyond the time limit stipulated for collection, as per the Cheque Collection Policy of the Bank, interest will be paid for the period beyond the stipulated collection period at the rates specified in para 4.7.2 above for cheques payable in India.

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

b) The Bank would also compensate the customer for any reasonable charges which 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, subject to a maximum of Rs. 250/-.

4.10 Technical failure: Compensation to customers for Mobile Banking/Internet Banking (MBS/INB) and Other Digital Products:

In case of dispute with regard to unsuccessful transactions in MBS/INB due to technical fault/error, in addition to auto reversal of such entries by the System, compensation equivalent to the interest calculated on the amount so debited at Bank Repo rate plus 2 percent will be paid if the credit/ refund is not executed within 7 days or alternatively the entries shall be reversed after value dating the reversal transaction.

4.11. Payment of “at par” Cheques issued by other Banks

4.12.1 Bank will not pay any compensation, to the cheque holder, for dishonour of "at par" cheques issued by other banks, including co- operative banks, in the absence of adequate funds in the account on which cheques are issued even though the amount of the cheque may have been paid to the bank, which had issued the "at par" cheque.

4.11.2 RBI instructions stipulate that banks will not honour cheques drawn on current accounts maintained by other banks with it, unless arrangements are made for funding cheques issued. Issuing bank shall be responsible to compensate the cheque holder for non-payment of cheques in the absence of adequate funding arrangement.

4.12. Lenders’ liability: Commitments to borrowers:

The Bank has adopted the principles of “Lenders’ liability”. In terms of guidelines for “lenders’ 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, 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 shall give due notice with full particulars about the other claims and retain the securities/documents/title to mortgaged property till the relevant claim is settled/paid. In the event of loss of title deeds to mortgaged property at the hands of the Banks, the compensation will cover out of pocket expenses for

obtaining duplicate documents on actual basis subject to a ceiling of Rs.5000/- plus a lump sum amount, as decided by the Bank in the following manner:

“The Bank would pay the compensation for delay in return of securities/documents/title deeds of the mortgaged property beyond 15 days of repayment of all dues agreed to or contracted, subject to above conditions, @ Rs.100/- per day (maximum Rs.5000/-) to the borrower”.

In the event of finding of any such circumstance, the internal guidelines for dealing with staff accountability for dereliction in duty by the staff will be dealt with. Accordingly, Officers and staff should be cautious enough to adhere to such guidelines and ensure strict compliance thereof.

4.13. Compensation for wrongful dishonour of cheques:

In case of complaints received from the customers for wrongful dishonour of cheques, the Bank shall take appropriate steps to investigate the reason for such lapses and shall communicate to the customer within 7 working days from the date of receipt of complaint. Otherwise, the Bank may compensate the customer suitably for financial loss as decided by the Bank with minimum of Rs.100/- per day for the period of delay, subject to a maximum of Rs. 1,000/-, wherever justified.

4.14. Violations by Bank's Agents

In the event of receipt of any complaint about any improper act/ conduct on the part of agent, in violation of the Code of the Bank's commitment to customers which the Bank has adopted voluntarily, the Bank shall take appropriate steps to investigate and redress the complaint and endeavour to communicate to the customer within 7 working days from the date of receipt of complaint and, where justified, may compensate the customer suitably for financial loss as decided by the Bank. Also, necessary steps will be taken, if required as per Bank's decision, to prevent recurrence of similar complaints.

4.15. Timeline for payment of compensation

The amount of compensation for deficiencies in various categories of Banking Services as mentioned in this Policy will be paid to the customers within 15 (fifteen) days after the deficiency is acknowledged.

5. Customers' Responsibility:

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

5.2. The 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 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 the Bank has taken steps to prevent its misuse.

6. Disclaimer clause:

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

- a) Any alleged deficiency in regard to loans and advances activities of the Bank.
- b) Dishonour of at par payment agreement with other banks, due to non-funding and security compliance.
- c) In case of delay on account of non-functioning of business due to factors beyond the control of the bank the period covered by such events shall be omitted for calculation of delay etc.

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

7. Force Majeure:

The Bank shall not be liable to compensate customers under this Policy if some unforeseen event including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fire, natural disasters or other “Acts of God”, war, damage to the Bank's or its correspondent bank(s) systems, communication channels etc. beyond the control of the Bank, prevents it from performing its obligations within the specified service delivery parameters.

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.