

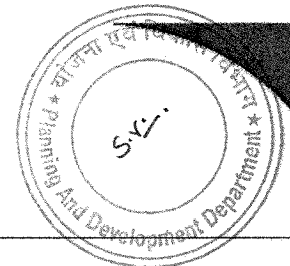
**Rajasthan Marudhara Gramin Bank**  
Department of Planning and Development  
Head Office Jodhpur

**CUSTOMER COMPENSATION POLICY**



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**Rajasthan Marudhara Gramin Bank**  
**Customer Compensation Policy**





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# **Customer Compensation Policy**

## **1. Preamble**

- i) 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.
- ii) It has been the endeavour of the Bank to offer services to its customers with best possible utilization of its technology infrastructure.
- iii) Migration of all branches of the Bank to Core Banking Solution (CBS) platform is a great leap in this direction.
- iv) 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 banking industry and also to empower the banks to promote efficient service.
- v) Since RBI has further advised to reframe time norms for collection of Local Cheques in addition to other time frame of 7/10/14 days for collection of local / outstation cheques / instruments, the Bank is required to compensate customers for the delay in collection of instruments / cheques beyond these days in addition to other deficiency in services.
- vi) Accordingly, in order to increase efficiency of operations/better performance and to compensate adequately any customer who faces deficiency in services, the Compensation Policy for the Bank has been formulated.

## **2. Scope**

- i) The Policy will be applicable to all banking service customers of the Bank.
- ii) 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 debiting of accounts, 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, lending etc. as specified in this policy.
- iii) 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.

## **3. Recognition of deficiency and compensation**

### **3.1 Unauthorized / Erroneous Debit**

- i) If the Bank has raised an unauthorized/ erroneous debit to an account, the entry shall be reversed immediately on being detected/informed, after due verification.
- ii) If such a 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 levying of penalty for not maintaining the stipulated minimum balance in the account, Bank shall compensate the customer to that extent.
- iii) Further, if the customer has suffered any loss incidental to return of a cheque or not carrying out of direct debit instruction 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 Saving Bank rate, minimum Rs.100/-, besides refunding the cheque return charges.

- iv) In case verification of the entry reported to be unauthorized / 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.
- v) If it involves a third party or where verification is to be done at overseas centers, the Bank shall complete the verification process within **a maximum period of one month** from the date of reporting of unauthorized /erroneous transaction by the customer.
- vi) In case any amount has been debited to the account of a customer on account of fraudulent transactions the amount will be restored to the affected customer account without delay/demur, once the fraud is established.
- vii) 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 specified rate as provided in Bank's Cheque Collection Policy for delayed collection in deposit account and @1% above the applicable interest rate (Base Rate) in respect of overdraft / loan account, for the period, on the amount involved.
- viii) In case where neither the bank is at fault nor the customer, but the fault lies elsewhere in the system, the Bank will help in restoring the actual amount involved and as a gesture of goodwill and to deal with the customers fairly, will also compensate the customer with Rs.100/- per 5000/- maximum Rs.1000/- for each instance.

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

- i) The Bank undertakes to carry out, within the prescribed time, direct debit / ECS (Electronic Clearing Service) 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.
- ii) Such compensation may be equivalent to the interest calculated on the amount to be debited, for the delayed period, at applicable Savings Bank rate, with minimum Rs. 100/-, subject to a maximum of Rs. 1,000/-.
- iii) The Bank would debit the customer's account with any applicable service charge as per the schedule of charges notified by the Bank. In the event the Bank levies any charge in violation of the arrangement or inadvertently, Bank will reverse the charges, subject to scrutiny of agreed terms and conditions and compensate the customer by a sum equal to the charges reversed.

### **3.3 Uniformity in penal interest payable by banks for delays in credit/return of NEFT/NECS**

#### **3.3.1 ECS transactions**

- i) In terms of the NEFT / NECS / ECS procedural guidelines of RBI, as also the relevant circulars / instructions issued by RBI from time to time, member banks need to afford credit to beneficiary accounts or return transactions (unaccredited for whatever reason) to the originating / sponsor bank within the prescribed timeline.
- ii) Any delays in doing so attract penal provisions specified therein. In order to ensure standardization of the benchmark rate used and bring in uniformity in penal provisions across the retail payment products, RBI has made the following modifications:

#### **a) 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 beneficiaries' account. Penal interest shall be credited to the beneficiary's account even if no claim is lodged.



## **b) NEFT**

- In the event of any delay or loss on account of error, negligence or fraud on the part of an employee of the destination bank in the completion of funds transfer pursuant to receipt of payment instruction by the destination bank leading to delayed payment to the beneficiary, the destination bank shall pay compensation at current RBI Repo Rate plus two percent for the period of delay for credit to the beneficiary's account.
  - In the event of delay in return of the funds transfer instruction for any reason whatsoever, the destination bank shall refund the amount together with interest at the current RBI Repo Rate plus two per cent till the date of refund.
- c)** During the NEFT operating hours, originating banks should endeavor to put through the requests for NEFT transactions received by them, either online or across the counters, preferably in the next available batch but, in any case, not exceeding two hours (from the business hours next day), from the time of receipt of the requests. In the likelihood of any delay / possible delay in adhering to this requirement, the originators / customers should be informed of the delay / possible delay and the reasons for the same.
- d)** In terms of RBI ECS (Credit Clearing) procedural guidelines which clearly stipulates that if a destination bank branch is not in a position to credit a particular transaction for reason like "**Account closed / transferred,**" "**No such accounts,**" "**Account description does not tally,**" etc. it should report the same and forward it to the Service Branch / Main Branch on the same settlement day.

### **3.4 Issue of ATM / Debit Cards without written consent of customers:**

- i) 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 got cancelled.
- ii) The Bank would not only reverse the charges, if levied, immediately but also pay compensation to the customer @ Rs.100/- if cancellation is done within 7 days of the representation and Rs.500/- for cancellation done after 7 days.

### **3.5 Payment of cheques after Acknowledgement of Stop Payment Instructions**

- i) The instruction for Stop Payment of cheques can be given by Mobile Banking application. Blocking of lost ATM card will be done by calling on the toll-free number embarked on the ATM Card.
- ii) In case a cheque has been paid after stop payment instruction is acknowledged by the Bank, Bank shall reverse the debit 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/-. However, no compensation will be paid if cheque has been paid prior to acknowledgement of stop payment instructions.

### **3.6 Payment after Blocking of ATM Card Instructions**

- i) All customers may hot list/ block ATM card by contacting the Contact Centre on 1800 3000 0620.
- ii) In case ATM Card transaction has occurred after blocking of ATM Card by the Bank, Bank shall reverse the debit 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/-. However, no compensation will be paid if ATM Card transaction has occurred prior to acknowledgement of blocking instructions.

### **3.7 Collection of cheques payable in India**

#### **3.7.1 Payment of interest for delayed collection of outstation cheques:**



- i) 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.
- ii) Such interest shall be paid without any demand from customers in all types of accounts. There shall be no distinction between instruments drawn on bank's own branches or on other banks for the purpose of payment of interest on delayed collection.

### **3.7.2 Interest for the delayed collection shall be paid at the following rates:**

- i) Savings Bank rate for the period of delay beyond 7/10/14 days as the case may be in collection of outstation cheques, i.e. from 8<sup>th</sup>/11<sup>th</sup>/15<sup>th</sup> day, the interest will be payable.
- ii) Where the delay is beyond 14 days, interest will be paid at the rate applicable for term deposit for the corresponding period or Savings Bank rate, whichever is higher.
- iii) In the 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.
- iv) In the event 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. For extraordinary delays, i.e. **delays exceeding 90 days**, interest will be paid at **the rate of 2%** above the rate applicable to the loan account.

**3.7.3** Interest as above shall be payable with a minimum of Rs.25/-.

**3.7.4** Compensation as detailed above shall be paid without any formal demand from customers and there shall be no distinction between instruments drawn on the bank's own branches or on other banks which are payable in India.

### **3.8 Compensation for delay in clearance of Local Cheques**

- i) The Compensation to the customers is payable, in case of delay in clearance of local cheques beyond stipulated period. Such Compensation shall be paid without any demand from customers in all types of accounts at Saving Bank interest rate.
- ii) Instruments drawn on the bank's own branches and presented across the counter are being credited, to the customers' account on the same day, subject to cheque amount being under existing cap for non-home transactions.
- iii) Bank shall also permit usage of the shadow credit afforded to the customers' account immediately after closure of relative return clearing and, in any case, withdrawal shall 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.

### **3.9 Compensation for loss of cheques / instruments in transit**

- i) In the event a cheque or an instrument accepted for collection is lost in transit or in clearing process, 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 dishonored 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.
- ii) 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 (7/10/14 days as the case may be), interest will be paid for the period beyond the stipulated collection period at the rates specified in para 4.6.2 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/-.

### **3.10 ATM failure: Compensation to customer for settlement of disputed ATM transactions**

- i) RBI's instructions / guidelines now stipulate that the time limit for resolution of customer complaints by the issuing banks shall be 7 working days from the date of receipt of customer complaint.
- ii) Accordingly, failure to re-credit the customer's account within 7 working days of receipt of the complaint shall entail payment of compensation to the customer @ Rs.100/- per day by the issuing bank provided the claim is lodged with the issuing bank within 30 days of the date of transactions and branch has failed to establish the proof of payment / disbursement by ATM.

### **3.11 Compensation for delay in issuance of duplicate IOI (Inter Office Instrument)**

Duplicate IOI will be issued within a fortnight from the receipt of such request from the purchaser thereof. For delay beyond the above stipulated period, interest at the rate applicable for fixed deposit of corresponding period will be paid as compensation to the customer for such delay.

### **3.12 Payment of "at par" cheques issued by other Banks**

- i) Bank will not pay any compensation, to the cheque holder, for dishonor 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.
- ii) RBI instruction stipulate that banks will not honor 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.

### **3.13 Lenders liability: Commitments to borrowers:**

- i) 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 mortgage 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.
- ii) If any right to set off is to be exercised for any other claim, bank would give due notice with full particulars about the other claims and retain the securities / documents / title to mortgage property till the relevant claim is settled / paid.
- iii) In the event of loss of title deeds to mortgaged property at the hands of the bank, the compensation will cover out of pocket expenses for obtaining duplicate documents 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 to the mortgaged property beyond 15 days of repayment of all dues agreed to or contracted, subject to above conditions, @Rs.100/- per day subject to maximum Rs.5000/- to the borrower."

### **3.14 Violations by Bank's Agents**

In the event of receipt of any complaint from the customer that the Bank's representatives / couriers, or any other agent (DSA) either engaged in any improper conduct or acted 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 endeavor to communicate to the customer within 7 working days from the date of receipt of complaint and where justified



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.

### **3.15 Timeline for payment of compensation**

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

### **4. Customers' Responsibility:**

- i) 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.
- ii) Bank will not be responsible for the loss to the customer, if the customer acts fraudulently and / or acts without reasonable care which has resulted into loss to him / her. Bank will also not be responsible for the losses arising out of misuse, of lost PIN, compromise of passwords / secure or confidential information, suffered by the customer until the time the bank has been notified of such loss/compromise and has taken steps to prevent its misuse.

### **5. Disclaimer Clause:**

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

- (i) Any alleged deficiency in regard to loans and advances activities of the Bank.
- (ii) Dishonor of at par payment agreement with other banks, due to non- funding and security compliance.
- (iii) In case of 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.
- (iv) Where the issues are sub-judice and pending before Courts, Ombudsman, arbitrator, Government and matter put on hold due to stay.

### **6. 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 labor 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.

### **7. 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, Bank shall also endeavor, to review the Policy at annual intervals.

