



Fincare Small Finance Bank

Policy Name: Customer Compensation Policy
Version:1.2

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Customer Compensation Policy

1. Applicability:

1.1. Departments: All Departments

1.2. Product Lines: All Products

1.3. Function: All Functions

1.4. Staff: All Staff members

1.5. Geography: All

2. Context:

2.1. Compliance Context: This policy has been drafted on the basis of compliance obligations as detailed in Appendix I.

2.2. Governance Context:

2.2.1. Board: Applicable

2.2.2. Sub Committee of Board: Customer Service Committee of the Board

2.2.3. Management Committee: Standing Committee on Customer Service

2.2.3. Best Practice Context: Applicable

3. Policy Content:

The Compensation Policy of the Bank reflects the Bank's on-going efforts to provide better service to our customers and set higher standards for performance. The Policy is based on principles of transparency and fairness in the treatment of customers.

It is reiterated that the policy covers only compensation for actual financial loss, if any, which customer 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 lawful rights available to the Bank. For the sake of clarity, in no event the Bank is liable for any indirect/consequential loss. The maximum compensation that can be paid to the customer depending on case to case basis and relevant factors is limited to Rs.25000.

4. Objective:

The objective of the policy is to provide guidance around following aspects:

- To establish a system whereby the Bank compensates the customer for any financial loss the customer might have incurred due to deficiency in service on the part of the Bank or any act of omission or commission directly attributable to the Bank.
- To ensure that the customer is compensated without having to ask for it.
- 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, lending, etc.
- To ensure transparency and fairness in the treatment of customers.

5. Approach:

5.1. Key Stakeholder and roles:

5.1.1. Standing Committee on Customer Service:

- To formulate a customer compensation policy 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, lending, etc.;
- To develop a policy based on principles of transparency and fairness in the treatment of customers;
- To establish a system whereby the Bank compensates the customer for any financial loss he/she might incur due to deficiency in service on the part of the Bank or any act of omission or commission directly attributable to the Bank;
- To establish Banking Ombudsman or any other Forum for redressal where the customer can approach if they have any complaints.

5.1.2. Grievance Redressal Department:

- To monitor all complaints and mark as closed only after resolution of the customer grievance.
- To monitor and deal with all complaints escalated to the Nodal Officer and The Principal Nodal Officer.

5.1.3. Un-authorized erroneous debit:

- If there is an unauthorized/erroneous direct debit to an account, the entry will be reversed at the earliest on being informed of the erroneous debit, after verifying the position and obtaining due approval of the competent authority. In the event of the unauthorized/erroneous debit resulting 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, the Bank will compensate the customer for such loss after taking into consideration all relevant factors.

- If the customer has suffered any financial loss incidental to return of a cheque or failure of direct debit instructions due to insufficiency of balance on account of the unauthorized/ erroneous debit, the Bank shall compensate the customer to the extent of such financial loss after taking into consideration all relevant factors.
- The Bank will compensate the financial loss, supported with documentary evidence, to the extent of actual amount that the customer might incur due to deficiency in service on the part of the Bank or any act of omission or commission directly attributable to the Bank or its employees. A few instances of such cases of unauthorized debits and/ or erroneous debit or credit entries and their possible impacts on the interest of the customers are enumerated below: –
 - (i) Due to wrong debit in a Savings account the balance in the same may be less by that sum for the purpose of calculation of interest. To compensate the loss, the amount wrongly debited will be credited with value-dated effect.
 - (ii) Consequent upon unauthorized/ erroneous debit, due to fall in minimum balance in the account resulting in levying of service charges, if any, will be refunded to the customer.
 - (iii) Where amount deposited towards repayment/ installments in a loan account is not credited, additional interest is accrued on account of that amount. In such cases, the amount of excess interest so charged will be refunded in the loan account as compensation.
 - (iv) In case of a running borrowal account, if an amount deposited by the customer is not credited in that account by mistake of the Bank, additional interest pertaining to that amount accrues in the account. On detection of such error, the amount will be immediately credited in the account with value dated effect.
 - (v) In case of borrowal accounts, the cheque deposited by the customer for collection through local clearing if not sent by the branch for reason whatsoever, additional interest accrued in the account arising out of non-credit of the amount of the cheque will be compensated by crediting the amount with value dated effect.

- The customer should approach the Bank within a maximum period of 30 days from the date the Customer receives the communication of such erroneous debit. Currently the chargeback investigation on account of chargeback disputes range between 30 to 91 days. In case verification of the entry reported to be erroneous/unauthorized by the customer does not involve a third party, the Bank will endeavor to complete the process of verification within a maximum period of 15 working days from the date of reporting of erroneous/unauthorized debit. In case, the verification involves a third party or verifications are to be done at overseas centers, the Bank shall complete the verification process within a maximum period of 45 days from the date of reporting of erroneous/unauthorized transaction by the customer.

5.2. ECS debits/other debits to accounts:

Bank, in the event of failure to meet the ECS/ direct debit instructions of the Customer in time, will compensate to the extent of any financial loss that the customer will incur on account of delay in carrying out the instruction / failure to carry out the instructions i.e. electronic payments such as RTGS/EFT/NEFT instructions will be governed by the applicable terms and conditions communicated to the customer.

The Bank will refund the amount of service charges debited in the customer's account in excess/ in violation of schedule of service charges when pointed out by the customer after proper scrutiny. The Bank will also compensate the financial loss, if any, to the customer for debit of excess service charges after proper verification/ scrutiny of agreed terms and conditions.

5.3. Erroneous debits arising on account of fraudulent or other transactions:

In case of any fraud, if the Bank is convinced that an irregularity / fraud has been committed by its employees towards any customer, the Bank shall at once acknowledge its liability and pay the just claim. However, such claims for restitution shall be disposed of as per the powers delegated to authorities at various levels by the Bank via circularized instructions from

time to time.

In cases where the Bank is at fault, the customer will be compensated without demur in accordance with this policy.

As regards Limiting Liability of Customers in Unauthorized Electronic Banking Transactions, the same are covered under Customer Grievance Redressal policy. Please refer Customer Grievance redressal policy for more details.

5.4. Payment of cheques after stop payment instructions:

In case a cheque has been paid after stop payment instruction is acknowledged by the Bank, the Bank shall reverse the transaction and give value-dated credit to protect the interest of the customer. Such debits will be reversed within 30 working days of the customer intimating the transaction to the Bank. In such cases, the Bank shall compensate the customer to the extent of direct financial loss, if any, by way of loss of savings account interest on account of reduction in the daily closing balance applicable for payment of interest on savings bank deposit or payment of additional interest to a loan account or any charges levied for reason of balance falling below minimum balance requirement or any charges levied for return of cheques due to shortfall in balance.

5.5. Remittances in India:

- The Bank shall pay interest according to the Cheque collection policy in case there is delay in giving credit beyond the time period mentioned hereinafter. 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.

5.6. Violation of codes by Bank's agent:

In the event of receipt of any complaint from the customer that the Bank's

employee/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, Bank shall take appropriate steps to investigate and to handle the complaint and to revert to the customer within seven days from the date of receipt of complaint and wherever justified, shall compensate the customer for financial losses, if any by way of loss of savings account interest on account of reduction in the daily closing 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 reason of balance falling below minimum balance required or any charges levied for return of cheques due to shortfall in balance the customer would incur on account of delay in carrying out the instruction/failure to carry out the instructions.

5.7. Issue of duplicate draft and compensation for delays:

Duplicate draft shall be issued on request within 30 days from the receipt of such request from the purchaser thereof. For delay beyond the above stipulated period, interest at the rate of 3.5% of corresponding period shall be paid as compensation to the customer for such delay.

5.8. Lender's Liability: Commitments to Borrowers:

The Bank will adopt the principles of lenders liability. In terms of the guidelines for lenders liability and the Code of Bank's Commitment to customers, the Bank will return to the borrowers all the securities / documents / title deeds to mortgaged property within a defined time period of repayment of all dues agreed to or contracted. The Bank will compensate the borrower for monetary loss suffered, if any, due to delay in return of the same.

6. Force Majeure:

The Bank will not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labor disturbances, accident, fires, 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 prevents it from performing its obligations within the specified service delivery parameters.

7. ATM Failure:

The Bank will refund the customer the amount wrongfully debited on account of failed ATM transactions within the maximum period specified by RBI from time to time from the day of receipt of the complaint. For any failure to re-credit the customer’s account within that time period, the Bank will pay compensation to the aggrieved customer as mandated by RBI from time to time. Any customer is entitled to receive such compensation for delay, only if a claim is lodged with the issuing Bank within a specified period as mandated by RBI from time to time. As per the present extant of the RBI Master Circular dated September 20, 2019 the specified period is mentioned as 5days from the date of complaint.

8. Other areas of deficiencies in services:

- Where loan has been allowed against Bank’s own Fixed Deposit Receipt and the branch, after maturity of the FD do not adjust the loan account thereby interest is charged on the loan outstanding, excess interest charged thereof in the loan account will be refunded to the customer.
- Where the Bank after adjustment of the loan account do not remit/credit the remaining amount of FD to the customer’s account but keeps balance in sundry creditor’s account, the Bank shall compensate

to the customer the interest as payable for the amount kept in the sundry creditor's account at savings Bank interest rate, if and only if the customer has not been duly informed.

- However, adoption of the compensation policy will not absolve accountability of the concerned employee responsible for the lapses/ deficiencies leading to financial loss to the Bank.
- While considering the compensation on account of the above items, Bank will ensure that under no circumstances the compensation amount to be paid out to a specific customer does not exceed the actual amount of nominal financial loss subject to relevant RBI guidelines and awards/ directions given by any court of law/statutory bodies. However, the actual compensation may be decided on case to case basis by the competent authority comprising a committee whose members shall include Head – General Banking, Operation, Compliance, Legal and Risk Department.

9. Funds transfer using NEFT/RTGS:

- In the event of any delay or loss on account of error, negligence or fraud on the part of the employee of the designation Bank in the completion of funds transfer pursuant to receipt of payment instruction by the designation Bank, leading to delayed payment to the beneficiary, the designation Bank will pay the compensation at 3.5% for the period of delay.
- In the event of delay in return of the funds transfer instruction for any reason whatsoever; the designation Bank will refund the amount together with interest at 3.5% till the date of refund.

10. Harmonisation of TAT and customer compensation for failed transactions using authorised payment systems:

RBI vide its Annex to Circular DPSS.CO.PD No.629/02.01.014/2019-20 dated September 20, 2019 has issued the following guidelines on Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems.

General Instructions covering the TAT:

1. The principle behind the TAT 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 must 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, non-availability 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.
3. T is the day of transaction and refers to the calendar date.
4. R is the day on which the reversal is concluded, and the funds are received by the issuer / originator. Reversal should be effected at the issuer / originator end on the same day when the funds are received from the beneficiary end.
5. Domestic transactions i.e., those where both the originator and beneficiary are within India are covered under this framework.

Harmonisation of Turn Around Time (TAT) and customer compensation for
failed transactions using authorised Payment Systems.

Sl. no.	Description of the incident	Framework for auto-reversal and compensation	
		Timeline for auto-reversal	Compensation payable
I	II	III	IV
1	Automated Teller Machines (ATMs) including Micro-ATMs		
a	Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transaction within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.
2	Card Transaction		
a	<u>Card to card transfer</u> Card account debited but the beneficiary card account not credited.	Transaction to be reversed (R) latest within T + 1 day, if credit is not effected to the beneficiary account.	₹ 100/- per day of delay beyond T + 1 day.
b	<u>Point of Sale (PoS) (Card Present) including Cash at PoS</u> Account debited but confirmation not received at merchant location i.e., charge-slip not generated.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
c	<u>Card Not Present (CNP) (e-commerce)</u> Account debited but confirmation not received at merchant's system.		
3	Immediate Payment System (IMPS)		
a	Account debited but the beneficiary account is not credited.	If unable to credit to beneficiary account, auto reversal (R) by the Beneficiary bank latest on T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
4	Unified Payments Interface (UPI)		
a	Account debited but the beneficiary account is not credited (transfer of funds).	If unable to credit the beneficiary account, auto reversal (R) by the	₹100/- per day if delay is beyond T + 1 day.

		Beneficiary bank latest on T + 1 day.	
b	Account debited but transaction confirmation not received at merchant location (payment to merchant).	Auto-reversal within T + 5 days.	₹100/- per day if delay is beyond T + 5 days.
5	Aadhaar Enabled Payment System (including Aadhaar Pay)		
a	Account debited but transaction confirmation not received at merchant location.	Acquirer to initiate "Credit Adjustment" within T + 5 days.	₹100/- per day if delay is beyond T + 5 days.
b	Account debited but beneficiary account not credited.		
6	Aadhaar Payment Bridge System (APBS)		
a	Delay in crediting beneficiary's account.	Beneficiary bank to reverse the transaction within T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
7	National Automated Clearing House (NACH)		
a	Delay in crediting beneficiary's account or reversal of amount.	Beneficiary bank to reverse the uncredited transaction within T + 1 day.	₹100/- per day if delay is beyond T + 1 day.
b	Account debited despite revocation of debit mandate with the bank by the customer.	Customer's bank will be responsible for such debit. Resolution to be completed within T + 1 day.	

Accordingly, compensation will be paid to the customer on the aforesaid lines on the occurrence of any of the above incident.

11. Document Control:

Compliance Department will be the custodian of this policy.

The contents of this Policy are confidential and are intended for internal use by Fincare Small Finance Bank only.

This Policy should always be kept in a safe place and must not be copied or revealed to third parties (i.e. persons not employed by Fincare Small Finance Bank) without the express written permission from Compliance Department.

Distribution of this Policy, in whole or in part, should come through an official request to the Head of Compliance Department.

12. Review of the Policy:

The policy will be reviewed annually. Revision of this policy is the principal way of formalizing changes and adjustments in the Customer Compensation at Fincare Small Finance Bank. Such revisions provide flexibility to the process at Fincare Small Finance Bank and ensure that the Policy remains relevant at all times.

This policy shall be reviewed every year unless some changes occur in the Customer Compensation which requires immediate changes to be made in the Policy. Any changes in the RBI regulations in relation with the policy will be applicable to the Bank and will be followed Mutatis Mutandis and will not require specific Board approval.

The Branch Operations Department will review change requests and either recommend / reject any proposed revisions. The Branch Operations Department Head / Committee / Board will review the recommendation and either accepts / rejects the proposed revision. If accepted, the Branch Operations Department will ensure that appropriate revisions are incorporated, and a new version is circulated to relevant users.

13. Glossary:

DSA- Direct Sales Agent

Banking ombudsman- Banking Ombudsman is a quasi-judicial authority functioning under India's Banking Ombudsman Scheme 2006, and the authority was created pursuant to a decision made by the Government of India to enable resolution of complaints of customers of banks relating to certain services rendered by the banks.

Nostro Account- A bank account held in a foreign country by a domestic bank, denominated in the currency of that country

At par instruments-these are instruments that are trading at their face value.

14. Appendix 1:

S No	Regulator	Obligation Set Name	Regulation Date	Regulation Code	Paragraph reference	Obligation Summary
1	RBI	Master Circular- Para Banking Activities	1-Jul-15	RBI/2015-16/30/DBR. No.FSD.BC .19/24.01.0 01/2015-16	7	Customer Grievance Redressal Mechanism: A robust internal grievance redressal mechanism should be put in place along with a Board approved customer compensation policy for resolving issues related to services offered. It must also ensure that the insurance companies whose products are being sold have robust customer grievance redressal arrangements in place. Further, the bank must facilitate the redressal of grievances.
2	RBI	Master Circular on Customer Service in Banks	1-Jul-15	RBI/2015-16/59DBR. No.Leg.BC. 21/09.07.00 6/2015-16	3.3.	Banks must have a well-documented Customer Compensation Policy duly approved by their Boards. They could use the model policy formulated by the Indian Banks' Association (IBA) in this regard in formulating their own policy. Banks policy should, at a minimum, incorporate the following aspects:- (a) Erroneous Debits arising on fraudulent or other transactions (b) Payment of interest for delays in collection (c) Payment of interest for delay in issue of duplicate draft (d) Other unauthorised actions of the bank leading to a financial loss to customer
	RBI	Master Circular on Customer Service in Banks	1-Jul-15	RBI/2015-16/59DBR. No.Leg.BC. 21/09.07.00 6/2015-16	5.12	Reconciliation of transactions at ATMs failure- time Limit: Reserve Bank has been receiving a number of complaints from bank customers, regarding debit of accounts even though the ATMs have not disbursed cash for various reasons. More importantly, banks take considerable time in reimbursing the amounts involved in such failed transactions to card holders. In many cases, the time taken is as much as 50 days. The delay of the magnitude indicated above is not justified, as it results in customers being out of funds for a long time for no fault of theirs. Moreover, this delay can discourage customers from using ATMs. Based on a review of the developments and with a view to further improve the efficiency of operations, it has been decided as under:- a. The time limit for resolution of customer complaints by the issuing banks shall stand reduced from 12 working days to 7 working days from the date of receipt of customer complaint. Accordingly, failure to recredit the customer's account within 7 working days of receipt of the complaint shall entail payment of compensation to the customer @ ₹ 100/- per day by the issuing bank. This compensation shall be credited to the customer's account automatically without any claim from the customer, on the same day when the bank affords the credit for the failed ATM transaction. b. Any customer is entitled to receive such compensation for delay, only if a claim is lodged

						<p>with the issuing bank within 30 days of the date of the transaction.</p> <p>c. The number of free transactions permitted per month at other bank ATMs to Savings Bank account holders shall be inclusive of all types of transactions, financial or non-financial.</p> <p>d. All disputes regarding ATM failed transactions shall be settled by the issuing bank and the acquiring bank through the ATM System Provider <u>only</u>. No bilateral settlement arrangement outside the dispute resolution mechanism available with the system provider is permissible. This measure is intended to bring down the instances of disputes in payment of compensation between the issuing and acquiring banks.</p> <p>Non-adherence to the provisions contained in para 5.12 (a) to (d) shall attract penalty as prescribed under the Payment and Settlement Systems Act 2007 (Act 51 of 2007).</p>
3	RBI	Master Circular on Customer Service in Banks	1-Jul-15	RBI/2015-16/59DBR. No.Leg.BC. 21/09.07.006/2015-16	17.2	<p>Compensating the customer:</p> <p>Besides in cases of the above kind, banks also do not restore funds promptly to customers even in bona-fide cases but defer action till completion of either departmental action or police interrogation. Therefore, (i) In case of any fraud, if the branch is convinced that an irregularity / fraud has been committed by its staff towards any constituent, the branch should <u>at once</u> acknowledge its liability and pay the just claim, (ii) in cases where banks are at fault, the banks should compensate customers without demur, and (iii) in cases where neither the bank is at fault nor the customer is at fault but the fault lies elsewhere in the system, then also the banks should compensate the customers (up to a limit) as part of a Board approved customer relations policy.</p>
4	NA	Model Customer Compensation Policy	NA	NA	NA	NA

15. Appendix 2:

Frequently Asked Questions:

What are the options available to a customer if they still have a grievance?

If any customer has a complaint against a bank due to non-payment or inordinate delay in the payment or collection of cheque, complaint can be lodged with the bank concerned. If the bank fails to respond within 30 days, a complaint with the Banking Ombudsman may be lodged. No fee is levied by the office of

the Banking Ombudsman for resolving the customer's complaint.

What complaints can be filled before a Banking Ombudsman?

The Banking Ombudsman can receive and consider any complaint relating to the following deficiency in banking services (including internet banking):

- non-payment or inordinate delay in the payment or collection of cheques, drafts, bills etc.;
- non-acceptance, without sufficient cause, of small denomination notes tendered for any purpose, and for charging of commission in respect thereof;
- non-acceptance, without sufficient cause, of coins tendered and for charging of commission in respect thereof;
- non-payment or delay in payment of inward remittances ;
- failure to issue or delay in issue of drafts, pay orders or bankers' cheques;
- non-adherence to prescribed working hours ;
- failure to provide or delay in providing a banking facility (other than loans and advances) promised in writing by a bank or its direct selling agents;
- delays, non-credit of proceeds to parties accounts, non-payment of deposit or non- observance of the Reserve Bank directives, if any, applicable to rate of interest on deposits in any savings, current or other account maintained with a bank ;
- complaints from Non-Resident Indians having accounts in India in relation to their remittances from abroad, deposits and other bank-related matters;
- refusal to open deposit accounts without any valid reason for refusal;
- levying of charges without adequate prior notice to the customer;
- non-adherence by the bank or its subsidiaries to the instructions of Reserve Bank on ATM/Debit card operations or credit card operations;
- non-disbursement or delay in disbursement of pension (to the extent the grievance can be attributed to the action on the part of the bank concerned, but not with regard to its employees);
- refusal to accept or delay in accepting payment towards taxes, as required by Reserve Bank/Government;
- refusal to issue or delay in issuing, or failure to service or delay in servicing or redemption of Government securities;
- forced closure of deposit accounts without due notice or without sufficient

reason;

- refusal to close or delay in closing the accounts;
- non-adherence to the fair practices code as adopted by the bank or non-adherence to the provisions of the Code of Bank's Commitments to Customers issued by Banking Codes and Standards Board of India and as adopted by the bank ;
- non-observance of Reserve Bank guidelines on engagement of recovery agents by banks; and
- any other matter relating to the violation of the directives issued by the Reserve Bank in relation to banking or other services.