

# Compensation Policy

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## **1. Introduction and Objective of this Policy**

Technological progress in payment and settlement systems and the qualitative changes in operational systems and processes that have been undertaken by various players in the market have enabled market forces of competition to come into play to improve efficiencies in providing better service to the users of the system. It will be the bank's endeavor to offer services to its customers with best possible utilization of its technology infrastructure. Withdrawal of the Reserve Bank of India instructions to banks on time frame for collection of outstation cheques, payment of interest on delayed collection of outstation cheques/instruments, with effect from 1st November 2004, had offered bank further opportunities to increase its efficiency for better performance. This Compensation policy of the bank is therefore, designed to cover areas relating to unauthorized debiting of account, payment of interest to customers for delayed collection of cheques/instruments, payment of cheques after acknowledgement of stop payment instructions, remittances within India, foreign exchange services, lending, etc. The policy is based on principles of transparency and fairness in the treatment of customers.

The objective of this policy is 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. By ensuring that the customer is compensated without having to ask for it, the bank expects instances when the customer has to approach Banking Ombudsman or any other Forum for redressal to come down significantly.

It is reiterated that the policy covers only compensation for financial losses 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 any right the bank will have in defending its position before any forum duly constituted to adjudicate banker-customer disputes.

## **2. Recognition of deficiencies and compensation**

### **A) Unauthorised / Erroneous Debit:**

If the bank has raised an unauthorized/erroneous direct debit to an account, the entry will be reversed immediately on being informed of the erroneous debit, after verifying the position. In the event the unauthorized/erroneous debit has resulted in a financial loss for 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. Further, 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 will compensate the customer to the extent of such financial losses.

In case verification of the entry reported to be 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. In case, the verification involves a third party, the bank shall complete the verification process within a maximum period of one month from the date of reporting of erroneous transaction by the customer.

## **B) Compensation to Depositors – Fraud / Other Erroneous Debits:**

- a. In case of any fraud, if the branch is convinced that an irregularity/fraud has been committed by its staff towards any constituent, branch should at once acknowledge its liability and pay the just claim.
- b. In cases where the branch is at fault, they may compensate the customer without demur.
- c. In cases where neither the branch nor the customer is at fault, but the fault lies elsewhere in the system, branches may compensate the customers to the extent of 50% of the amount involved with a maximum of Rs.10,000.

## **C) ECS direct debits/other debits to accounts**

The bank will undertake to carry out direct debit/ ECS debit instructions of customers in time. In the event the bank fails to meet such commitments 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 instructions.

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, the bank will reverse the charges when pointed out by the customer subject to scrutiny of agreed terms and conditions. Any consequential financial loss to the customer will also be compensated.

## **D) Payment of Cheques after Stop Payment Instructions**

In case a cheque has been paid after stop payment instruction is acknowledged by the Bank, it would reverse the transaction and give value-dated credit to the customer within two working days of the customer notifying the bank of the transaction.

### 3. Remittances in India

#### A) Payment of Interest for Delayed Collection of Local and Outstation Cheques

The compensation on account of delays in collection of instruments would be as indicated in the bank's collection policy which is reproduced below for information:

##### **"Payment of Interest for delayed Collection of Local and Outstation Cheques:**

As part of the compensation policy of the bank, the bank will pay interest to its customer on the amount of collection instruments in case there is delay in giving credit beyond the time period mentioned above. 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.

In case Interest for delayed collection of local cheques, compensation will be paid at Savings Bank interest rate for the corresponding period of delay. In respect of our Outstation cheques, compensation shall be paid at the following rates:

- a. Savings Bank rate for the period of delay beyond 7/10/14 days as the case may be in collection of outstation cheques.
- b. Where the delay is beyond 14 days interest will be paid at the rate applicable to for term deposit for the respective period.
- c. 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.
- d. 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.

Delay would be calculated from the date of expiry of turnaround time for collection of local/outstation instruments to the actual date of realisation of the cheque/instrument as detailed in the Cheque Collection Policy of the Bank. It may be noted that interest payment as given above would be applicable only for instruments sent for collection within India.

#### B) Payment of interest for delay in collection of bills

In case of delay in collection of bills (the delay would be reckoned after making allowance for normal transit period based upon a time frame of 2 days each for (i) dispatch of bills, (ii) Presentation of bills on drawee's, (iii) Remittance of proceeds to the Lodger's Bank and (iv) Crediting the proceeds to drawer's account), the Bank would pay interest @ 2 per cent per annum above the rate of interest payable on balances of Savings Bank accounts. If the delay

has occurred at the drawee's Bank, Scotia Bank will be eligible to recover interest for such delays from that Bank

### **C) Cheques/Instruments Lost in Transit/ in Clearing Process or at Paying Bank's Branch**

The bank's compensation policy for financial loss suffered by the customers due to loss of instrument after it has been handed over to the bank for collection by the customer would also be as indicated in our collection policy. The same is extracted below for information:

#### **“Cheques / Instruments lost in transit / in clearing process or at paying bank's branch:**

In the event a cheque or an instrument accepted for collection is lost in transit or in the clearing process or at the paying bank's branch, the bank shall immediately on coming to know of the loss, bring the same to the notice of the accountholder so that the accountholder 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 cheques / instruments. The bank would provide all assistance to the customer to obtain a duplicate instrument from the drawer of the cheque.

In line with the compensation policy of the bank the bank will compensate the accountholder in respect of instruments lost in transit in the following way:

- a. In case intimation regarding loss of instrument is conveyed to the customer beyond the time limit stipulated for collection (7/10/14 days as the case may be) interest will be paid for the period exceeding the stipulated collection period at the rates specified above.
- b. In addition, bank will pay interest on the amount of the cheque for a further period of 15 days at Savings Bank rate to provide for likely further delay in obtaining duplicate cheque/instrument and collection thereof.
- c. The bank would also compensate the customer for any reasonable charges 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.

If the cheque/instrument has been lost at the paying bank's branch, Scotia Bank shall have the right to recover from the paying banker the amount, including charges, interest expenses being reimbursed to the customer for the loss of the cheque/instrument, etc.

### **D) Issue of duplicate draft and compensation for delay**

Scotia Bank will issue duplicate draft as early as possible, but not later than a maximum period of fortnight from the date of receipt of such request from the purchaser or the beneficiary (requests from the beneficiary will be processed only after the bank has

established the bonafides of the beneficiary to its satisfaction). For delay beyond this period, the Bank would pay interest at the rate of fixed deposit of corresponding maturity as compensation to the customer.

**E) Payment of penal interest for delayed credit/Refunds of RTGS/NEFT transactions**

In case of a delay attributable to the bank in crediting the beneficiary customer’s account or in returning the uncredited amount to the remitter in case of RTGS/NEFT, the Bank would pay penal interest at the current RBI LAF Repo Rate plus 2 per cent for the period of delay/till the date of refund as the case may be to the affected customers without waiting for claim request from them.

**4. Foreign Exchange Services**

The Bank would not compensate the customer for delays in collection of cheques designated in foreign currencies sent to foreign countries as the bank would not be able to ensure timely credit from overseas banks. It is the bank’s experience that time for collection of instruments drawn on banks in foreign countries differ from country to country and even within a country, from place to place. The time norms for return of instruments cleared provisionally also vary from country to country. Bank however, would consider upfront credit against such instrument by purchasing the cheque/instrument, provided the conduct of the account has been satisfactory in the past. However, the bank will compensate the customer for undue delays in affording credit once proceeds are credited to the Nostro Account of the bank with its correspondent. Such compensation will be given for delays beyond the cooling period (refer table below) from the date of credit to Nostro Account. The compensation in such cases will be worked out as follows:

<b>Cooling Period Country / Currency</b>	<b>No. of working days</b>
USA / USD	5 days
Canada / CAD	5 days
Europe / EUR	10 days
UK / GBP	10 days
Others	20 days

- a. Interest for the delay in crediting proceeds of cheques is as indicated in the ‘Cheque Collection Policy’ of the bank.
- b. Compensation for any possible loss on account of adverse movement in foreign exchange rate.

- c. Interest for delay in crediting inward remittance proceeds will be as per FEDAI Rule 4.5. Bank shall pay or send intimation (convert and remit for amounts upto USD 10,000 and intimate for amounts above USD 10,000 or its equivalent) to the beneficiary in 2 working days from the date of receipt of credit advice / Nostro statement.

## **5. Violation of the Code by the Bank's agent**

In the event of receipt of any complaint from the customer that the bank's representative / courier or DSA has engaged in any improper conduct or acted in violation of the Code of Bank's Commitment to Customers which the bank has adopted voluntarily, bank shall take appropriate steps to investigate and to handle the complaint and to compensate the customer for financial losses, if any.

## **6. Force Majeure**

The bank shall not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, 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.

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