

# Compensation Policy

## Introduction

The Hongkong and Shanghai Banking Corporation Limited, India (hereinafter referred as "We", or "Bank", or "HSBC") offer high levels of service to our customers. In the event, for some reason beyond our control or inadvertently, we are unable to meet the service levels committed by us in our dealings with customers, compensation will be payable to customers in line with this policy. This policy would be applicable to all products and services offered by the Bank in India.

The policy is based on principles of transparency and fairness in the treatment of customers. The objective of this policy is to compensate the customer for direct financial loss, as detailed in this policy, which the customer may incur in cases where the Bank does not meet the service levels committed by it. The compensation amount, if paid, may be paid by crediting the customer's account with the Bank or in the form of credit of bonus points to the customer's credit card held with the Bank in case the customer is a credit Cardholder of the Bank.

Commitments under this policy are discretionary and would be decided by the Bank on a case to case basis depending on the facts and issues involved, unless expressly advised in the policy herein. This policy and compensation amount specified herein can be amended without any prior notification and would in no manner prejudice any rights of the Bank to defend its position or make claim before any court, forum or authority duly constituted to adjudicate customer/Bank disputes. The Bank's decision in computation of compensation amount would be final.

### 1. Erroneous debits arising on transactions specified herein below:

- a) In case of any irregularity/fraud, if the Bank is convinced that an irregularity/fraud has been committed by its staff towards any constituent, the Bank will acknowledge its liability and pay an appropriate compensation.
- b) 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 the above cases, the compensation will be paid to the customer for direct financial loss, arising, if any, along with loss of savings account interest due to 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 any charges levied for balance falling below the minimum balance requirement or any charges levied for return of cheques due to shortfall in balance as may be applicable.

- c) 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 25% of the direct financial loss suffered by the customer subject to a maximum of INR 15,000 (Rupees fifteen thousand only).

The Bank's decision in awarding compensation under this clause would be final.

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 the erroneous debit. In case the verification involves a third party, the Bank shall strive to complete the verification process within a maximum period of one month from the date of reporting of erroneous transaction by the customer.

### 2. Electronic Clearing System (ECS)/Automated Clearing House (ACH) direct debits/electronic payments/other debits to accounts

The Bank undertakes to carry out direct debit/ECS/ACH debit instructions of customers in time. In the event the Bank fails to meet such commitments, the customer will be compensated to the extent of direct financial loss, if any, incurred by way of loss of savings account interest on account 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 any charges levied for

reason of balance falling below the minimum balance requirement or any charges levied for return of cheques due to shortfall in balance. Electronic payments such as RTGS//NEFT instructions will be governed by the applicable terms and conditions communicated to the customer by the Bank. The Bank would debit the customer's account with any applicable service charge as per the tariff schedule notified by the Bank or as agreed between the Bank and the customer. In the event the Bank levies any charge that is not as per such tariff or agreement, upon being informed of the erroneous charge by the customer, the Bank will reverse the charges after verification. In such cases, the Bank shall compensate the customer for any direct financial loss by way of loss of savings account interest on account 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 any charges levied for reason of balance falling below the minimum balance requirement or any charges levied for return of cheques due to shortfall in balance. The computation of the direct financial loss would be made by the Bank on case to case basis and the Bank's decision in this regard would be final.

### 3. Credit Cards

Where it is established that the Bank had issued and activated a credit card without consent of the recipient and fees/charges have subsequently been levied on the credit card, the Bank would not only reverse such fees/charges immediately but also pay to the recipient of the credit card, a penalty being twice the value of charges reversed.

Operation of the credit card account shall be in accordance with the HSBC Credit Card terms and conditions.

Transactions reported as erroneous by customers in respect of credit card operations, which require specific reference to a merchant establishment will be handled as per Chargeback rules laid down by Visa/MasterCard® International. The Bank will provide explanation and, if necessary, documentary evidence to the customer within a maximum period of sixty days.

#### **4. Payment of cheques/Payment instructions after Stop Payment Instructions**

In case the Bank receives a stop payment instruction from the customer for a cheque/payment instrument payable at HSBC well in time for the Bank to give effect to such instruction and the Bank erroneously pays out the amount on a stopped cheque/ payment instruction, the Bank shall reverse the transaction and give value-dated credit to protect the interest of the customer. Such debits will be reversed within 2 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 a account of reduction in the minimum balance applicable for payment of interest on savings bank deposit or payment of additional interest in 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. Collection of cheques in foreign currency**

The Bank will 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. 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 one week from the date of credit to Nostro Account/due date after taking into account normal cooling period stipulated for return of instruments.

The compensation in such cases will be worked out as follows:

- a) Interest for the delay in crediting proceeds as indicated in the Cheque Collection Policy of the Bank.
- b) Compensation for any loss on account of adverse movement in foreign exchange buying rate of the Bank as applicable to the transaction.

#### **6. Collection of domestic cheques**

The compensation on account of delays in collection of instruments as well as loss of domestic instruments after the same have been handed over to the Bank for collection by the customer, would be as per the Cheque Collection Policy of the Bank.

#### **7. Violation of the Code by bank's agent**

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 of Banks commitment adopted by the Bank, the Bank shall take appropriate steps to investigate the complaint, communicate the findings to the customer within appropriate timelines as per the Grievance policy and compensate the customer for direct financial loss, if any. The computation of the direct financial loss would be made by the Bank on case to case basis and the Bank's decision in this regard would be final.

#### **8. Transaction of 'at par instruments' of Co-operative Banks by Commercial Banks**

RBI has expressed concern over the lack of transparency in the arrangement for payment of 'at par' instruments of co-operative banks by commercial banks resulting in dishonour of such instruments when the remitter has already paid for the instruments. In this connection, it is clarified that the Bank will not honour cheques drawn on current accounts maintained by other banks with it unless arrangements are made for funding cheques issued. Issuing bank should be responsible to compensate the cheque holder for non-payment/delayed payment of cheques in the absence of a adequate funding arrangement.

#### **9. Payment of interest for delay in issue of duplicate draft**

Duplicate draft, in lieu of lost draft drawn on the Bank, not exceeding an amount of INR 5000 will be issued to the purchaser on the basis of a adequate indemnity and without insistence on seeking non-payment advice from drawee office irrespective of the legal position obtained in this regard. For the said limit the Bank will issue duplicate draft (drawn on the Bank) to the customer within a fortnight from the receipt of such request. For the delay beyond this stipulated period, the Bank will pay interest at the rate applicable for fixed deposit of corresponding maturity in order to compensate the customer for such delay. The period of fortnight prescribed would be applicable only in cases where the request for duplicate draft drawn on the Bank is made by the purchaser or the beneficiary and would not be applicable in the case of third party endorsements.

#### **10. Cheques lost in transit**

In the event a cheque or an instrument accepted for collection is lost in transit or in clearing process or at the paying Bank's Branch, the Bank would immediately on coming to know of the loss send a letter to the accountholder so that the accountholder can inform the drawer to record stop payment and also take care that other cheques issued by him/her are not dishonoured due to non-credit

of the amount of the lost cheques/instrument. In case intimation regarding loss of instrument is conveyed to the customer beyond the time limit stipulated for collection (as defined in category A, B, C and D of the Cheque Collection Policy) interest will be paid for the period exceeding the stipulated collection period at the rates specified in the cheque collection policy. In addition bank will 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. The Bank would compensate the account holder for any direct charges the customer incurs in getting duplicate cheques/instruments, upon production of relevant documentary proof. The computation of the direct financial loss would be made by the Bank on case to case basis and the Bank's decision in this regard would be final.

#### **11. Dispute resolution: Cash not dispensed at ATM**

It is mandatory for the Banks to reimburse the customers; the amount wrongfully debited on account of failed ATM transactions, within a maximum period of 5 working days from the date of receipt of the customer complaint. For any failure to re-credit the customer's account within 5 working days from the date of receipt of the complaint, the Bank shall pay compensation of INR100, per day, to the aggrieved customer. This compensation shall be credited to the customer's account automatically without any claim from the customer, on the same day when the Bank accords the credit for the failed ATM transaction. Providing credit within 5 working days would be applicable for domestic card transactions and not applicable for international card transactions.

#### **12. Delay in return of original security documents and title deeds on repayment of the mortgages**

The original security documents submitted by the borrower would be returned to 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 terms and conditions in the loan agreement signed by the borrower. The borrower would need to visit the Bank branch for collecting the original title documents. If any right to set off is to be exercised for any other claim, the Bank will 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. The borrower would be paid an amount of INR100 per week, in case of any delay in returning of the title documents beyond 15 days of loan repayment, subject to a maximum payment of INR 500.

#### **13. Delay in credit/return of NEFT/RTGS/NECS/ECS/ACH transactions**

The Bank undertakes to process credit/return of NEFT/RTGS/NECS/ECS/ACH transactions received from RBI within the prescribed timeline. In the event the Bank fails to meet the RBI/ACH prescribed timelines, the customer will be compensated to the extent of penal interest at the RBI LAF Repo Rate plus two per cent 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 two per cent 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 two per cent 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.

#### **14. Delay in credit of cross border remittance**

The bank in capacity of an Authorized Dealer (AD) undertakes to process cross border remittance, per FEDAI circular SPL-05.BC/FEDAI Rules/2019, the AD is required to pay or send intimation, as the case may be, to the beneficiary in two working days from the date of receipt of credit advice / Nostro statement. In the event the Bank fails to meet this prescribed timeline, the bank will pay the beneficiary interest at the rate of 2 % over its savings bank interest rate [for the period of delay]. The bank shall also pay compensation for averse movement of exchange rate, if any, as per its compensation policy specifying the reference rate and date applicable for calculating such exchange loss.

#### **15. Turnaround Time (TAT) and customer compensation for failed transactions using authorized Payment Systems – Card transactions.**

Both Debit and Credit cards will follow the below mentioned grid for failed transactions using authorised payments systems e.g. Card to Card Transfer, Point of Sale (PoS) (Card Present) including Cash at PoS & Card Not Present (CNP) (e-commerce).

Sl. no.	Description	Framework for auto-reversal and compensation	
		Timeline for auto-reversal	Compensation payable
i)	<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.
ii)	<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.
iii)	<u>Card Not Present (CNP) (e-commerce) :-</u> Account debited but confirmation not received at merchant's system.		

#### 16. Insurance/Investment distribution related customer grievance:

- The Bank shall acknowledge and take appropriate steps to investigate any disputes related to insurance/ investment distribution.
- The customer grievances would be redressed post ascertaining all the facts and documents available to provide a fair and transparent resolution on the complaint.
- In the event of any error, negligence, fraud or improper conduct is established on part of the employee of the Bank in relation to insurance/investment distribution, the Bank would compensate the customer.

In the above cases, the Bank will compensate the customer depending on the facts of the case and circumstantial evidence held on record. The Bank shall not be liable for any loss of or any indirect or consequential loss, damages or expenses. Acceptance of the compensation by the customer shall be construed as full and settlement of all the issues arising out of grievances for which compensation is claimed. The computation of loss would be made by the Bank and Bank's decision in this regard would be final.

#### 17. Delay in credit/return of Unified Payment Interface (UPI) / immediate Payment Services (IMPS)/ National Automated Clearing House (NACH) transactions

The Bank shall reimburse the customers on account of failed/unsuccessful transactions using authorized payments systems without waiting for customer's complaint/claim along with compensation for INR 100 per day as mentioned below

IMPS and UPI- Where customer's account is debited but the beneficiary bank is unable to credit to beneficiary account, the funds should be auto reversed by the beneficiary bank latest on T+1 day. Compensation of INR 100 per day will be paid to customer if delay is beyond T\*+1 day.

UPI – Where customer's account is debited but transaction confirmation is not received at merchant location (unsuccessful payment to merchant), the funds should be reversed within T+5 days. Compensation of INR 100 per day is applicable if delay is beyond T+5 days.

NACH –Where there is any delay in crediting beneficiary's account or for reversal of amount, beneficiary bank should reverse the uncredited transaction within T+1 day, otherwise compensation of INR 100 per day is applicable if delay is beyond T+1 day.

In cases where the account is debited despite revocation of debit mandate with the bank by the customer, customer's bank will be responsible for such debit, and would require to resolve within T+1 day, otherwise compensation of INR 100 per day is applicable if delay is beyond T+1 day.

\* 'T' stands for date of transaction

## 18. Trade

In any of the below scenario , if the Bank is convinced that an error / delay has been committed by its staff, the Bank will acknowledge its liability and pay an appropriate compensation in line with the FEDAI guidelines .

- Delayed Exports / Import payments.
- Any erroneous processing which resulted in additional charges levied to the customer account.
- Documents lost during handling at the bank / Delay in release of documents under Import DC / Export DC which resulted in customer getting demurrage

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 all the scenarios, the compensation will be paid to the customer up to the direct financial loss, arising due to bank's fault.

## 19. Force Majeure

The Bank shall not be liable to compensate customers for any grievance covered under this policy, arising out of an unforeseen event, including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other 'Acts of God', war, damage to the Bank's facilities or of its correspondent Bank(s), any unforeseen systemic breakdowns, system grid-lock or any settlement activity beyond the control of the Bank (including but not limited to inordinate backlogs/cut-offs), 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.

## 20. General

The Bank shall not be liable for any loss of or any indirect or consequential loss, damages or expenses. The Bank shall not be liable for any opportunity loss or damages/claims pertaining to reputation loss. In the event the Bank fails to discharge expressly what has been stated in the compensation policy of the Bank within a month from the date of resolution of the complaint / agreement with the customer on the resolution whichever is later, the Bank will pay twice the amount of compensation so agreed. Acceptance of the compensation under this policy shall be full and settlement of all issues arising out of grievances for which compensation is granted and the customer agrees that he/she would not raise any fresh claim or dispute on the same issue before any court or forum.