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Policy on Customer Protection – Limiting Liability of Customers in Unauthorized Electronic Banking Transactions

Introduction

The RBI Circular reference RBI/2017-18/15 DBR.No. Leg.BC.78/09.07.005/2017-18 dated July 6,2017, on Customer Protection – Limiting Liability of Customers in Unauthorized Electronic Banking Transactions provides directions on the criteria for determining customer liability relating to unauthorized transactions resulting in debits to customer’s accounts/ cards. This policy outlines the Bank’s approach in this regard. This policy gives an overview of the dispute handling process for transactions incurred through secured and unsecured mode for electronic transactions incurred using the Bank account, Debit & credit cards (herein referred to as “cards”)

Customers are advised to protect their cards, bank accounts and its credentials and not share personal information like Card number, Card Verification Value, Card expiry date, PIN(s), One Time Password (OTP) and Online Authorization Code (OAC) to any other person / third party (including the Bank and its officials).

Zero Liability of the Customer

In line with the RBI guideline, the Bank will ensure customers’ entitlement to zero liability when authorized transactions occur due to contributory fraud or proven negligence / deficiency on the part of the bank in preventing such transactions.

Customers should promptly report fraudulent transactions in their accounts and/or fraudulent usage attempts/transactions on their card(s) to the Bank, so that the card(s) is/are blocked for further usage. This reporting can be done using Citibank Online, CitiPhone or by notifying the Bank branches. Customers will not be liable for any fraudulent usage of the card post reporting. Customers are required to mandatorily share their mobile numbers at the time of issuance of credit cards and opening of bank accounts and should actively update their mobile numbers at all times with the Bank. This will ensure that customers are notified on the SMS alerts for all electronic banking transactions that are sent to the customers and be able to immediately intimate the bank for any unauthorized transaction on their card/ account. If mobile number is not provided, then the bank will be constrained to restrict the services offered on the cards.

Limited Liability of the Customer

If a customer disputes an unauthorized transaction due to negligence by a customer, such as where he has shared personally known credentials and confidential information like PIN, OTP, OAC etc., it shall be considered as a secured transaction and customers would be fully liable for the secured transactions. In the event the Bank is unable to evidence the usage of secured credentials (PINs, OTP, OAC etc.) for authorization of a fraudulent transaction through system logs or audit trails, the customers’ transaction will be considered as an unsecured transaction and the liability would be governed as per Table A below.

The Bank may, depending on nature of the transactions and facts of the case, investigate certain cases and provide a provisional credit to the customers' account. The Bank may ask for certain documentary evidences and submissions from the customer, which amongst others may include a Police Complaint and a Dispute Form, as may be warranted. The customer complaint will be tracked under a separate reference number. In the event, customer's involvement or negligence has been noticed upon completion of internal investigation, the provisional credit provided by the Bank would be reversed. Investigation of dispute complaints generally takes upto 90 days. For disputes ageing >90 days (from the date of customer intimation to the Bank, provisional credit would be made permanent, and any reversals basis investigation outcome would be done only post customer consent.

Table A

Time taken to report the fraudulent transactions from the date of transaction	Customer's liability (Rs.)
Within 6 calendar days	Zero
Within 7 to 10 calendar days	Credit Cards with limit upto Rs.5 lacs: Rs.10,000 Credit Cards with limit beyond Rs.5 lakhs: Rs.25,000 (Above mentioned amount or disputed transactions amount whichever is lower). For Debit cards / Bank accounts, the disputed transactions value or the amount mentioned below, whichever is lower Savings Bank Account – Rs. 10,000 BSBDA Accounts – Rs 5000 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 lakhs - Rs. 10,000 Other Current/ Cash Credit/ Overdraft Accounts - Rs. 25,000
Beyond 10 calendar days	Full Liability

Customer's responsibilities

- Customers are advised to safeguard their Cards, Card & Bank account information and secure credentials like PIN and OTP at all times.
- Under no circumstances, these details should be shared with any other person.
- Customers should always use website with required security protocols and not enter their card credentials at suspicious websites, IVR or mobile Apps.

- Customers are encouraged to read the security advisory sent by the Bank from time-to-time and as hosted on its website.
- It is the liability of the customer to report any unauthorized transactions, ensuring that there are no delays in reporting.

Unauthorized / Erroneous Debits

Instances of unauthorized / erroneous debits to the bank accounts are handled in line with the compensation policy of the Bank. Kindly refer to Section 1 – Unauthorized/ Erroneous Debit and Section 1514 – Harmonization of TAT in the compensation policy for more details. The compensation policy can be accessed through the below link.

<https://www.online.citibank.co.in/portal/pdf/Customer-Compensation-policy.pdf>

Dispute process

Customer may contact the Bank at its 24x7 toll-free number (18002672425) or log in to Citibank Online

(<https://www.online.citibank.co.in/customerservice/grievanceredressal.htm>) to register a dispute or contact the nearest branch. Disputes can also be raised through the link provided in the transactional alerts sent to the customers. Additional documents can be sent to the Bank at its designated email IDs, which would be duly communicated to the customer by the phone banking officers, branch official or by SMS/ Email communication. Upon receiving a dispute for unsecured transaction duly settled by the merchant, the Bank may provide a provisional credit within 10 calendar days of receiving the dispute. The dispute would be resolved as per the dispute resolution guidelines stipulated by the Card networks (MasterCard / Visa). Bank shall close its internal investigation within 90 calendar days from the date of dispute booking on cases where provisional credit is provided and intimate the customer about outcome of its investigation. The provisional credit so provided to customers may be made permanent or withdrawn basis result of such internal investigation.

Latest renewal policy approved by CCC
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