



## Limiting Liability of Customers in Unauthorised Electronic Banking Transaction

### **1. Reporting of Unauthorised Electronic Transactions by Customers to Ujjivan Small Finance Bank ('Bank')**

- a) The customers shall mandatorily register for SMS alerts, and wherever available for email alerts also, for availing electronic banking transactions facilities. The customers who do not register for SMS alert facility will not be offered with any electronic banking transactions facilities, other than ATM cash withdrawals.
- b) The customers shall regularly check the SMS alerts sent by Bank. In case any particular transaction is found to be not authorized by the customer, he/she shall report the same to the Bank, at the earliest, through the phone banking number mentioned in SMS alert. Any delay in reporting such transactions to the Bank may result in the loss of money.
- c) The phone banking numbers provided by the Bank will be available 24x7 and the same can be used for reporting unauthorised transactions as well as loss/theft of any payment instrument, debit card, Mobile/Internet Banking credentials etc.

### **2. Channels for Reporting and Registering Complaints of Unauthorized Transactions**

- a) Customers can at any time call on 1800 208 2121 for reporting any unauthorized transaction.
- b) Customers can also visit nearest branch office of the Bank for reporting any unauthorized transaction during business hours on working days.
- c) The complaints on unauthorized transactions submitted through e-mail to [customercare@ujjivan.com](mailto:customercare@ujjivan.com) and those submitted through letters addressed to the Bank will be attended by the Bank within reasonable time from the receipt of said complaints. The complaints received during non-working hours and holidays will be attended on next working day. In such scenarios, the Bank will not take responsibility of further unauthorized transactions until the complaint sent through mail or post is attended.

Note: If the complaint is raised through the phone banking number, the customer is required to visit the branch and submit the card-holder dispute form mandatorily, within 2 working days. Without submission of card holder dispute form, the Bank will not be able to process the claim settlement request.

### **3. Action plan on Complaints on Unauthorized Transactions**

- a) Once the complaint is registered, the channel through which the unauthorised transaction(s) has taken place will be blocked immediately by the Bank, to prevent any further transactions through the said channel.
- b) For all disputed cases, customers shall be required to provide the supporting documents namely, dispute form (mandatory), copy of the FIR/ complaint lodged with Cyber Crime (if necessary), etc. In case the customer is unable to provide the required documents or there is any delay on part of the customer in submitting the said documents within the stipulated timeframe, the Bank will treat such disputes as unable to conclude and the liability for such unauthorized transactions will remain solely with the customer.

- c) The complaint will be resolved and liability of the customer, if any, will be established within a period of 90 days from the date of receipt of the complaint (subject to clause 2(c) here above), and the customer will be compensated as per the below table-1, table-2 & table 3 given below
- d) Where Bank is unable to resolve the complaint, or determine the customer liability (if any) within 90 days, the compensation as prescribed in Table - 1 and 2 hereunder, will be paid to the customer

**Table – 1 Liability of the customer**

Zero Liability of a Customer	Limited Liability of a Customer
Contributory fraud/ negligence/ deficiency on the part of the Bank (irrespective of whether or not the transaction is reported by the customer)	<ul style="list-style-type: none"> <li>In cases where the loss is due to negligence by a customer, the customer will bear the entire loss until he reports the unauthorised transaction to the Bank. Transactions where a Password / PIN / OTP (One Time Password) has been used or where the transaction has been performed with information available only with the customer or can be done only with the knowledge of the customer will be treated as 'transaction performed due to customer negligence'.</li> <li>Any loss occurring after the reporting of the unauthorised transaction will be borne by the Bank.</li> </ul>
Third party breach where the deficiency lies neither with the Bank nor with the customer but lies elsewhere in the system, and the customer notifies the Bank within three working days of receiving the communication/ alert from the Bank regarding the said unauthorised transaction.	<ul style="list-style-type: none"> <li>In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the customer, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the Bank) on the part of the customer in notifying the Bank of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or the amount mentioned in below table 2, whichever is lower.</li> <li>The customer will bear the entire loss if the delay in reporting is beyond seven working days.</li> </ul>

**Table 2-Maximum Liability of a Customer**

Type of Account	Maximum liability (₹)
BSBD Accounts	5,000
All other SB accounts	10,000
Pre-paid Payment Instruments and Gift Cards	
Current/ Cash Credit/ Overdraft Accounts of MSMEs	
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 lakh	
Credit cards with limit up to Rs.5 lakh (Not Applicable currently)	25,000
All other Current/Cash Credit/Overdraft Accounts with limit above Rs.5 lakh	

**Table – 3 Summary of Customer’s Liability**

Time taken to report the fraudulent transaction from the date of receiving the communication	Customer’s liability (₹)
Within 3 working days	Zero Liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 2, whichever is lower
Beyond 7 working days	The customer will bear the entire loss

Note: The number of working days mentioned in Table 3 above shall be counted as per the working schedule of the home branch of the customer excluding the date of receiving the communication.

**4. Proof of customer liability**

The Bank has a process of second factor authentication for electronic transactions, as regulated by the Reserve Bank of India. Bank has onus to prove that all logs / proofs / reports for confirming two factor authentication is available. Any unauthorized electronic banking transaction which has been processed post second factor authentication known only to the customer would be considered as sufficient proof of customer’s involvement / consent in effecting the transaction.

**5. 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, 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), 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.