

Customer Protection Policy (Unauthorized Electronic Banking Transactions)

Introduction:

With surge in digital transactions across the banking industry, the associated risks have also multiplied and hence customer protection against unauthorized electronic banking transactions has assumed greater importance.

Taking into account the risks affiliated to the use of services of Emirates NBD Bank (“Bank”) through electronic banking transactions and for better informing the customers in a fair and transparent manner of the extent of rights and liabilities of the customers of the Bank in different circumstances and the relief afforded by the Bank in the instances of financial losses arising to the customers due to the unauthorized electronic banking transactions, the Bank has formulated a board approved customer protection policy (“Policy”) as per the guidelines prescribed by RBI on Customer Protection – Limiting Liability of Customers in Unauthorized Electronic Banking transactions vide its circular bearing reference no. DBR.No.Leg.BC.78/09.07.005/2017-18 dated 6th July 2017.

Applicability:

This Policy is applicable to customers, whether individual or non-individual entities, who hold savings or current account with the Bank and avail services of the Bank through electronic platform provided by the Bank (“Customers”). Such electronic platforms cover the following:

- 1) Remote/ online payment transactions that do not require physical payment instruments to be presented at the point of transactions (viz., internet banking, card not present transactions, or such other transactions as may be determined by the Bank);
- 2) Face to face / proximity payment transactions which require physical payment instruments such as card or mobile devices to be present at the point of transaction (viz., ATM, POS and other similar facilities).

It is hereby clarified that this policy shall not apply to any vendors, service providers, intermediaries, merchants or agencies of the Bank.

The Policy:

I. Bank’s role and responsibility

There Bank thrives to ensure safety of transactions carried out by the Customers using the electronic banking platform and for the aforesaid purpose, Bank shall have appropriate systems and procedures in place and as part of the same, the Bank shall take the responsibility of the following for electronic banking transactions:

- (a) To communicate to its customers to mandatorily register for Email/SMS alerts.
- (b) To send its Customers SMS alerts and email alerts, if email ids are registered with the Bank.
- (c) To provide 24 / 7 access to the Customers to report any unauthorized transactions either to its home branch, Customer care number is +91 22 6153 2393 / +971 60054 6679
- (d) To take immediate steps to prevent further unauthorised transactions in the account on receipt of report of an unauthorized transaction from the Customer.
- (e) To regularly conduct awareness on carrying out safe electronic banking transactions to its customers and staff.

- (f) In case of debit card/ bank account, the customer shall not suffer loss of interest.
- (g) Bank is also using various modes for educating the customers such as, Personalized SMS/email, publishing product specific information for safe and secure transactions on corporate website etc.
- (h) The Banks may not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide mobile numbers to the Bank.
- (i) The Bank will not be responsible for loss to the Customer, if the Customer acts fraudulently and /or acts without reasonable care which has resulted in loss. Bank will also not be responsible for loss arising out of loss of cards, login ID, PIN, compromise of password or confidential information until and unless the Bank has been notified of such loss/compromise and Bank has taken steps to prevent its misuse.

During investigation, in case it is detected that the customer has falsely claimed or disputed a valid transaction, the bank reserves its right to take due preventive action of the same including closing the account or blocking card limits.

II. Customers' Roles and Responsibilities:

- (a) The Customers shall notify the Bank of any unauthorised electronic banking transaction at the earliest after the occurrence of such transaction. Customer shall take note that the longer the time taken to notify the Bank, the higher will be the risk of loss to the Bank/ Customer.
- (b) Customer must not share sensitive information (such as Debit Card details & PIN, CVV, Net Banking Id & password, OTP, transaction PIN, challenge questions) with any entity, including Bank staff. The Customer shall be responsible for safety of their cards, User ID, login ID, PIN, OTP or other security information and that the Bank will not be under obligation and responsible for loss to the Customers due to leaking of the aforesaid information on account of Customer's carelessness, until and unless the Bank has been notified by the Customer of the same. Bank has already published Do's and Don'ts for the Customers on Bank's corporate website.
- (c) The Customer shall mandatorily register valid mobile number with the Bank. The Customer shall also notify his current, Address, email ID with his base branch and keep all such information updated with the Bank. Customer shall regularly update his /her registered contact details as soon as such details are changed This updated information is required by the Bank to send transaction alert / other information to Customer. Bank will only reach out to customer at the last known email/ mobile number/address. Any failure of customer to update the Bank with changes shall be considered as Customer negligence. Any unauthorized transaction arising out of this delay shall be treated as Customer liability. The Bank will not be responsible for loss to the Customer on account of the failure on the part of the Customer to keep such information updated with the Bank.
- (d) Customer shall provide all necessary documentation – customer dispute form, proof of transaction success/ failure and should also file a police complaint and provide copy of the same to the Bank. Customer would not be entitled to compensation of loss if any, in case customer does not cooperate with the Bank by providing necessary documents including but not limited to police complaint and card holder dispute form.
- (e) Customer should co-operate with the Bank's investigating authorities and provide all assistance to the Bank as per defined timelines.

- (f) Customer shall go through various instructions and awareness communication sent by the Bank on secured banking.
- (g) Customer shall request blocking/hot listing of card or account if they suspect any malicious activities or in an event of lost /theft.
- (h) Transaction message triggered by bank should be checked and discrepancy, if any should be reported immediately.
- (i) Statement of account should be checked regularly and discrepancy if any should be reported to the Bank immediately.
- (j) Crossed / account payee cheques should be issued as far as possible. Blank cheques should not be signed and customers should not record their specimen signature either on pass book or cheque book.

III. Parameters for Compensation:

In case of loss arising to the Customers on account of unauthorized transactions, the Bank shall compensate the Customer in line with the following parameters:

A. Cases where the Customer has zero liability: In cases where the unauthorized transaction occurs on account of (a) contributory fraud/ negligence/ deficiency on the part of the Bank irrespective of whether or not the transaction is reported by the Customer (b) 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 from the Bank regarding the unauthorized transaction, the Bank shall on being notified by the Customer, shall credit the amount involved in the unauthorized electronic transaction to the Customer's account within 10 business days from the date of such notification by the Customer (without waiting for settlement of insurance claim, if any). The credit shall be value dated to be as of the date of the unauthorized transaction.

B. Cases where the Customer has Limited Liability:

A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:

In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, the customer will bear the entire loss until he reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.

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 the table below, whichever is lower.

Table	
Maximum Liability of a Customer under paragraph 7 (ii)	
Type of Account	Maximum liability (₹)
• BSBD Accounts	5,000
All other SB accounts • • 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 •	10,000
All other Current/ Cash Credit/ Overdraft Accounts •	25,000

In the above cases, the Bank shall credit the amount involved in the unauthorized electronic transaction to the Customer's account within 10 business days from the date of such notification by the Customer (without waiting for settlement of insurance claim, if any). The credit shall be value dated to be as of the date of the unauthorized transaction.

C. Cases where the Customer has complete liability: If the delay in reporting is beyond seven working days, the customer shall be completely liable for all such transactions.

Payment of Compensation

The Bank will ensure that all complaints of the Customers pertaining to the unauthorized electronic transactions are resolved and liability of Customer if any, is established within a maximum of 90 days from the date of receipt of complaint and pay the Compensation to the Customer in accordance with the liability established. In case if the Bank is unable to resolve complaints or determine the Customer liability, it shall provide final credit in line with the compensation parameters laid down in this Clause III above. Unless otherwise stipulated in applicable laws, compensation would be limited to value of transaction after deduction of reversals or recoveries received by the Customer.

Complaint Resolution

The Customer complaints shall be reported to **Mr. Sethuraman Sathappan, Ground Floor, 5 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra East, Mumbai 400051. Telephone Number 022 6153 2322.**

The Customer shall be required to provide the transaction details viz., transaction type, beneficiary account details, date of the transaction, amount of the transaction, etc, and such other details as may be required by the Bank along with the complaint to report the unauthorized transactions.

On receipt customer's complaint (notification), Bank will take immediate steps to prevent further unauthorized transaction in the account and by blocking/ deregistering Customer from notified electronic channel. Customer shall authorize the Bank to block the debit card/ net banking/ account(s) to reduce likelihood of additional loss. Customer shall clearly specify the facilities to be blocked failing which the Bank reserves the right to block all electronic transactions of the Customer to protect the Customer's interest. Also, revoking these blocks would require explicit consent from Customer for each facility.

The timeline for resolving all such complaint will be 90 days from the date of receipt of the complaint / fraud incident details.

Bank, in its own discretion, may also seek further details/ documents from the customer to investigate the complaint. Customer agrees to fully co-operate and comply with Bank's reasonable requirements towards investigation and provide details of transaction, customer presence, etc.

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 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 which are beyond the control of the Bank or prevents it from performing its obligations within the specified service delivery parameters.