

Weizmann Impex Service Enterprise Ltd.

Customer Protection Policy

(Customer Liability In Case Of Unauthorised PPI Transactions)

Introduction:

Weizmann Impex Service Enterprise Limited (WISE) is authorised by the Reserve Bank of India (RBI) to operate a Payment System. It is governed by the Payment and Settlement Systems Act, 2007 (“the PSS Act”), Regulations made thereunder and the Issuance and Operation of Prepaid Payment Instruments in India (Reserve Bank) Directions, 2017 (“the RBI Guidelines”) laid down by the RBI. Under this authorisation, WISE issues JaldiCash Card which is a virtual wallet (known as “JaldiCash”) as a payment option alternative to cash for large segment of population in the country who do not have access to the regular banking channel or who require assistance in transferring funds. It is a financial instrument which can be reloaded up to the maximum stipulated amount for subsequent use as per the holder’s convenience. WISE offers safe and easy payment option to every customer for seamless transactions across M-Commerce and E-Commerce domains. To ensure a safe and secure environment for conduct of transactions electronically, WISE has invested in technology with robust security systems and fraud detection and preventions mechanisms. With the increasing thrust on financial inclusion and customer protection, the Reserve Bank of India had issued a circular on Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Banking Transactions. *(RBI/2017-18/15 DBR.No.Leg.BC.78/09.07.005/ 2017-18 dated July 6, 2017)* which, *inter-alia*, requires PPI Issuers to formulate a Board approved policy in regard to customer protection and compensation in case of unauthorized PPI transactions, if eligible.

Objective:

This policy seeks to communicate in a fair and transparent manner the WISE’s policy on:

- a) Customer protection (including mechanism of creating customer awareness on the risks and responsibilities involved in PPI transactions),
- b) Customer liability in cases of unauthorized PPI transactions
- c) Customer compensation due to unauthorized PPI transactions (within defined timelines), if eligible.

Scope:

Electronic financial transactions usually cover transactions through the below modes:

- a) Remote / online payment transactions [transactions that do not require physical payment instruments to be presented at the point of transactions, e.g., internet banking, mobile banking, card not present (CNP) transactions, Pre-paid Payment Instruments (PPI), etc.]
- b) Face-to-face / proximity payment transactions (transactions which require the physical payment instrument such as a card or mobile phone to be present at the point of transaction e.g., ATM, POS, etc.)
- c) Any other electronic modes of credit effected from one entity to another currently being used or adopted from time to time

This policy covers transactions only through Semi-closed prepaid payment instrument (Virtual Wallet) business. The policy excludes PPI transactions effected on account of error by a customer (e.g., NEFT carried out to an incorrect payee or for an incorrect amount), transactions done under duress, consequential loss, claims due to opportunity loss, reputation loss, other incidental costs or collateral damage.

Applicability:

This policy is applicable to individuals who hold PPI wallet.

Definitions & Explanations: (for the purpose of this policy)

- a. Real loss is defined as financial outgo from customer's account, e.g., debit to customer's PPI wallet.
- b. Payment transactions are defined as transactions that involve transfer of funds from one account / wallet to another or to a bank account electronically and do not require card information, e.g., NEFT.
- c. Unauthorised transaction is defined as debit to customer's account without customer's consent.
- d. Consent includes authorization of a transaction debit either through additional authentication required by "JaldiCash" such as use of security passwords, input of dynamic password (OTP) or any other electronic authentication option provided by "JaldiCash".

- e. Date & time of reporting is defined as date & time on which customer has submitted a unique complaint. Date of receiving communication from WISE, is excluded for purpose of computing number of working days for all action specified in this policy. The working schedule of the home branch would be considered for calculating working days for customer reporting. Time of reporting will be as per Indian Standard Time.
- f. Notification means an act of the customer reporting unauthorized PPI transaction to the WISE
- g. Number of days will be computed based on working days, which will be from Monday to Saturday excluding the three national holidays, viz., Republic Day, Independence Day and Gandhi Jayanti, and excluding the date of receiving the communication. .
- j. Mode of reporting will be the channel through which customer complaint is received first time by the WISE, independent of multiple reporting of the same unauthorized transaction.

Limited Liability of a Customer

(a) Zero Liability of a Customer

A customer's entitlement to zero liability shall arise where the unauthorised transaction occurs in the following events:

- i. Contributory fraud / negligence / deficiency on the part of WISE (irrespective of whether or not the transaction is reported by the customer).
- ii. Third party breach where the deficiency lies neither with WISE nor with the customer but lies elsewhere in the system, and the customer notifies WISE **within three working days** of receiving the communication from WISE regarding the unauthorised transaction.

(b) Limited Liability of a Customer

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

- i. 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 WISE. Any loss occurring after the reporting of the unauthorized transaction shall be borne by WISE.

- ii. In cases where the responsibility for the unauthorized PPI transaction lies neither with WISE 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 WISE) on the part of the customer in notifying WISE of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or the amount mentioned in Annexure-I, whichever is lower.

Third Party Breach

The following would be considered as third party breach where deficiency lies neither with WISE nor customer but elsewhere in the system:

- a) Application frauds;
- b) Account takeover;
- c) External frauds / compromise of other systems, e.g., mail servers, etc., being compromised.

Roles and responsibility of the customer

Customer is bound by the following:

- i) The customer must register with a valid mobile no.
- ii) The customer must register with correct name as per the Official Valid Document (OVD).
- iii) Customer shall not share sensitive information such as OTP / password / TPIN with any person including WISE staff or partners
- iv) Customer must set transaction limits to limit exposure.
- v) Customer must verify transaction detail and raise query to WISE as soon as possible in case of mismatch.
- vi) The customers must notify WISE of any unauthorised PPI transaction at the earliest after the occurrence of such transaction. The longer the time taken to notify WISE, the higher will be the risk of loss to customer.
- vii) Customer shall share relevant documents as needed for investigation or insurance claim, viz., cardholder / dispute form and police complaint.
- viii) Fully co-operate and comply with WISE's reasonable requirements towards investigation and provide details of transaction, customer presence, etc.

Customer is entitled to:

- i) Receive SMS alerts to registered mobile number for all debit transactions to the account.
- ii) Receive Email alerts where there is a valid email id registered with WISE
- iii) Register complain through modes provided.
- iv) Receive compensation as mentioned in Annexure-I.

Roles and responsibility of WISE

- i. Provide customers with access through multiple channels (at a minimum, via website, phone, e-mail, a dedicated helpline, reporting to home branch, etc.) for reporting unauthorised transactions that have taken place and / or loss or theft of payment instrument such as card, etc.
- ii. A direct link for lodging the complaints, with specific option to report unauthorised PPI transactions will be provided by WISE on home page of the website.
- iii. The loss / fraud reporting system shall also ensure that immediate response (including auto response) is sent to the customers acknowledging the complaint along with the registered complaint number.
- iv. The communication systems used by WISE to send alerts and receive their responses thereto must record the time and date of delivery of the message and receipt of customer's response, if any, to them. This shall be important in determining the extent of a customer's liability.
- v. During investigation, in case it is detected that the customer has falsely claimed or disputed a valid transactions, WISE reserves its right to take due preventive action of the same including closing the account or blocking PPI wallet limits
- vi. This policy should be read in conjunction with Grievance Redressal Policy. Clauses from the WISE's Grievance Redressal Policy shall form a part of this policy where not specifically addressed in this policy. The policy is available on the following link: <https://jaldicash.com/T&C/CustomerGrievanceRedressalPolicy.pdf>

Proof of customer liability

The burden of proving customer liability in case of unauthorised PPI transactions will lie on WISE

Force Majeure

WISE 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 WISE’s facilities or of its agents, absence of the usual means of communication or all types of transportation, etc., beyond the control of WISE prevents it from performing its obligations within the specified service delivery parameters.

Annexure-I

Unauthorised transaction – Extent of Liability of Customer / WISE

Unauthorised transaction due to WISE’s fault: Contributory fraud / negligence / deficiency on the part of WISE (irrespective of whether or not the transaction is reported by the customer)		Liability of a Customer: Zero
Unauthorized transaction due to fault neither of WISE nor customer: Third party breach where the deficiency lies neither with WISE nor with the customer but lies elsewhere in the system	If reported by customer:	
	(i) Within 3 working days:	Liability of a Customer: Zero
	(ii) Within 4 to 7 working days:	Liability of a Customer: The transaction value or Rs.10,000 (applicable to PPI), whichever is lower
	(iii) Beyond 7 working days:	Liability of a Customer will be treated as 100%
Unauthorised transaction due to Customer’s fault: In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials	(i) Until the customer reports the unauthorised transaction to WISE.	Liability of a Customer: 100%
	(ii) After reporting the unauthorised transaction to WISE.	Liability of a Customer: Zero Liability of WISE: 100% (Any loss occurring after the reporting of the unauthorized transaction shall be borne by WISE)