Customer Grievance Redressal Policy for Prepaid Payment Instruments including Co-branded PPIs.

Version 2.0

1. Introduction

We, at PayU Payments Private Limited ("**PayU**" or "**We**") value all our customers, and assure a sincere and transparent approach to all our customers. For the convenience of our customers and to offer optimum support, we have set up a grievance redressal mechanism and implemented this Customer Grievance Redressal Policy for all our customers ("Customer **Grievance Redressal Policy**"). This Grievance Redressal Policy aims at minimizing instances of customer complaints and grievances through a proper channelized approach, review mechanism, and prompt redressal of all customer grievances.

We understand that customer grievances could come in various circumstances such as any gap in the promised and delivered service levels. Customers have complete authority to share feedback / raise a complaint if they are not satisfied with the services rendered by PayU. In order to make PayU's redressal channels more effective and meaningful, a structured system has been put in place. This system will ensure that the complaints are addressed seamlessly and well within the committed timeframe. Customers can highlight or escalate their complaint/ feedback/ suggestions in writing via email, create a request under service request option on Citrus website https://consumer.citruspay.com/ or raise it with co-branding partners. If a customer's complaint is not resolved within the given time or if the customer is not satisfied with the resolution offered by PayU, the customer may approach our tiered redressal system with their complaint and if the customer is still unsatisfied then he has an option of recourse to the Reserve Bank - Integrated Ombudsman Scheme, 2021.

The RBI Master Direction also requires a PPI issuer (including a Co-branded PPI issuer) to put in place a formal, publicly disclosed customer grievance redressal framework, which among other things, contains details in relation to the nodal officer designated to handle the Grievances, the escalation matrix and the turn-around period for Grievance resolution.

For the purpose of this Grievance Policy, (i) a customer means user of Citrus PPI Wallet and other types of PPIs issued by PayU including PPIs issued under co-branding arrangements; and (ii) a grievance includes any gap in the promised and delivered service levels which may be technical or communicative errors.

2. Customer Grievance Redressal Matrix

2.1 For Citrus PPI Wallet and other types of PPIs issued by PayU Payments.

At PayU, We focus on the customer experience and constantly analyze and implement feedback received from the customers. Therefore, a mechanism has been implemented for analysis and requisite working towards rectification of any concerns identified within the system at the root level. This helps in improving the overall quality of the service levels continually. Customer may raise a query on "service request" option available in Citrus portal, send email or contact PayU's CARE Team from the same number which is registered in PayU's portal for customer care grievances redressal. Set out below are the different levels of addressing customer grievances:

Level 1:

Registering / lodging a complaint or grievance:

If a customer has a grievance, she/he can do the following:

(a) Click on our website (insert link https://consumer.citruspay.com/login) to submit the complaint along with the underlying transaction number and details; or
(b) Email his/her grievance at citrusfeedback@payu.in

Acknowledgement & Redressal Mechanism:

i. Complaints received by an e-mail or through the online website complaint mechanism or through mobile application shall be acknowledged by the Customer Support Team by way of an immediate system generated response along with customer reference number or via individual emails to the extent possible and initiate action within 48 hours to have the grievance addressed.

ii. The customer will also be kept informed of the action taken, the progress while redressing grievances and/or the reasons for delay if any, in redressing the underlying complaint by email.

Turn Around Time (TAT):

All complaints/grievances received will be resolved within 10 days of receipt of such grievance. In case any complaint /grievance takes more than the specified resolution time, the customer will be intimated accordingly and kept updated on the progress / status of the complaint on a periodic basis till such time that the complaint / grievance is not resolved.

Level 2:

In case the customer does not receive a response within the specified time at Level 1 or if the customer is dissatisfied with the response received from PayU at the Level 1 stage, the customer can raise the grievance / complaint to the next level (i.e., Level 2 - Nodal Officer):

Mr. Kamlesh Kaul (Nodal Officer)
PayU Payments Private Limited
Bestech Business Tower, 9th Floor
Sohna Road, Sector 48
Gurugram – 122004, Haryana.
Email: citrusnodalofficer@payu.in
Contact: +91 9311417755

Turn Around Time (TAT):

All escalations received would be acknowledged, and action would be initiated within 48 hours, and a resolution would be provided within 5 days of receipt of such grievance at level 2. In case any escalation takes more than the specified resolution time, the customer will be intimated accordingly and kept updated on the progress / status of the escalation on a periodic basis till such time that the escalation is not resolved.

Please note: Customers are requested to approach Level 2 with the previous Service Request Number on which PayU did not respond to your satisfaction. This is to ensure that the customer gets a faster resolution.

Level 3:

In case there is no response within the defined timeframe from Level 2 or in case the response provided (pursuant to the Level 2 escalation) is not satisfactory, the customer can escalate the matter to:

Customer Care Head
PayU Payments Private Limited,
Bestech Business Tower, 9th Floor
Sohna Road, Sector 48
Gurugram – 122004, Haryana.
Email address: carehead@payu.in

Turn Around Time (TAT):

All escalations received would be acknowledged within 48 hours, and a resolution would be provided within 5 days of receipt of such grievance at level 3. In case any escalation takes more than the specified resolution time, the customer will be intimated accordingly and kept updated on the progress / status of the escalation on a periodic basis till such time that the escalation is not resolved.

For escalations directed to the Customer Care Head, we request customers to submit their concerns via email with comprehensive details, including any observed front-end issues. Providing this information enables our team to process escalations more efficiently and deliver a timely resolution. All submitted information will be treated with the utmost confidentiality and used for resolving the concern.

Note: In all cases, the grievance will be endeavored to be resolved no later than 30 days from the date the grievance was first reported by the customer to PayU at Level 1.

2.2 For PPIs issued under co-branding arrangements.

A Customer can register grievances in accordance with the process set out in this customer grievance redressal policy. A 'three level' process for registering and addressing all the grievances (other than grievances in relation to unauthorized payment transactions which have to be registered and addressed separately) are described in this policy.

Level 1: Co-Branding Partner:

a) In the Co-branding arrangement, PayU Payments and the co-branding partner will agree that at level 1, the point of contact for the customer for lodging any grievance will be the co-branding partner.

b) Co-branding partners shall prominently display comprehensive customer care contact information on their websites, mobile wallet applications, and cards. This includes complete details of the PPI Issuer's designated nodal officials responsible for grievance redressal encompassing telephone numbers, email addresses, postal addresses, and other relevant contact information. The customer will be required to reach out to the co-branding partner at the first instance in case of grievance. The customer can send their grievance in writing by email or communicate it via telephone or send it through any other mechanism provided by the co-branding partner.

c) Every grievance received by the co-branding partner will be endeavored to be acknowledged by a system generated response or via individual emails (to the extent possible), after the receipt of such grievance. The co-branding partner will initiate action to resolve each grievance expeditiously, preferably within 48 hours of receipt.

d) The customer will receive a grievance reference number or another appropriate identifier from the co-branding partner which would enable them to track the grievance and to follow up with the co-branding partner, if required.

e) The customer will be kept informed, as necessary, of the action taken in pursuance of receipt of any grievance, the progress made by the co-branding partner towards the grievance redressal process, and/or the reasons for the delay, if any, in such process.

f) All grievances received by the co-branding partner will be endeavored to be resolved within a period of 5 days of receipt of such grievance. In case any grievance takes more than 5 days, or any such time as may be specified by the co-branding partner to that customer, the customer will be updated accordingly till such time that the grievance is not resolved.

g) In case the customer does not receive a response to their grievance within the specified time from the co-branding Partner at Level 1 or if the customer is dissatisfied with the response received, the customer may escalate the grievance to the next level and reach out to the customer care team of PayU Payments for redressal by sending an email on citrusfeedback@payu.in.

Level 2: Customer Care Team of PayU Payments:

a) The customer will be required to send the following details by email to citrusfeedback@payu.in:

i) Name of the co-branding partner.
ii) Contact details of the customer.
iii) Previous grievance reference number or another appropriate identifier, if any, issued by the co-branding partner.
iv) Date on which the grievance was first lodged with the co-branding partner.
v) Response provided by the co-branding partner.
vi) Description of the grievance.
vii) Any additional details that the customer may want to provide.

b) All grievances received by the customer care team of PayU Payments shall be acknowledged by a system generated response or via individual emails (to the extent possible), after receipt of such grievance within stipulated time periods. PayU Payments may generate a new grievance reference number or other appropriate identifier to enable the customer to track the grievance and to follow up with PayU Payments, if required.

c) All grievances received will be endeavored to be resolved by the customer care team of PayU Payments within 10 days of the receipt of such grievance at level 2. In case any grievance takes more than 10 days, or any such time as may be specified by the customer care team of PayU Payments to the customer, the customer will be updated accordingly. In all cases, the grievance will be endeavored to be resolved by no later than within 30 days from the date the grievance was first reported by the customer to the co-branding partner at Level 1

d) In case the customer does not receive a response within the specified time at Level 2 or if the customer is dissatisfied with the response received on the grievance from PayU Payments, the customer may escalate the grievance to the next level by approaching the Nodal Officer.

Level 3: The Nodal Officer:

a) The customer can address the grievance to the Nodal Officer for escalations by sending an email in writing or connect on the below mentioned details:

Nodal Officer – PayU

Mr. Kamlesh Kaul

PayU Payments Private Limited

Bestech Business Tower, 9th Floor, Sohna Road, Sector 48, Gurugram-122004, Haryana.

Email: citrusnodalofficer@payu.in

Contact: +91 9311417755

b) The customer will be required to provide the following details to the Nodal Officer:

i) Name of Co-branding partner.
ii) Description of the grievance
iii) Contact details of the customer.
iv) Previous grievance reference number or another appropriate identifier, if any, issued by the co-branding partner.
v) Previous grievance reference number or another appropriate identifier, if any, issued by PayU payments.
vi) Date on which the grievance was first lodged with the co-branding partner.
vii) Date on which the grievance was first lodged with PayU payments.
viii) Response provided by Co-branding partner.
ix) Response provided by PayU payments.
x) Any additional details that the customer may want to provide.

c) All grievances received by the Nodal Officer shall be acknowledged by a system generated response or via individual emails (to the extent possible), within stipulated timelines after the receipt of such Grievance.

d) A resolution to all the grievance escalations received by the Nodal Officer would be provided within 5 days of the acknowledgement of such grievance at level 3. In case the redressal of any grievance escalation takes more than 5 days, or any such time as may be specified by the Nodal Officer to that customer, the customer will be updated accordingly.

In all cases, the grievance will be endeavored to be resolved by no later than 30 days from the date the grievance was first reported by the customer to the co-branding partner at Level 1.

e) All the information regarding the escalated grievance would be stored in the systems of PayU payments and can be accessed by the customer using the reference number or other appropriate identifier allotted by PayU payments.

3. Regulatory reporting

PayU Payments will provide reports regarding the receipt of grievances, the action taken thereon and the status of the grievances at such intervals and in such format as the RBI may prescribe from time to time.

4. Principal Nodal Officer

a) For the purpose of the RBI Integrated Ombudsman Scheme, PayU Payments has appointed a Principal Nodal Officer.

b) The Principal Nodal Officer shall be responsible for representing PayU Payments and furnishing information to the RBI ombudsman and the appellate authorities in relation to the complaints against PayU Payments in accordance with the RBI Integrated Ombudsman Scheme and the RBI Master Direction.

c) Details of the Principal Nodal Officer have been displayed on the website of PayU Payments at the office and branches of PayU Payments.

5. Reporting of Unauthorized/Fraudulent transactions & Failed Transactions

a) Customers may register grievances related to unauthorized, fraudulent, or failed transactions through the following channels: Citrus customers can utilize the "service request" option available in the Citrus portal, contact the PayU care team via email, or call from their registered mobile number. Co-branding customers may register grievances by contacting PayU through email or calling from their registered mobile number with PayU. For comprehensive grievance procedures and detailed information, customers may refer to the Customer Grievance Matrix (Level 1 to 3) provided in Section 2 of this policy.

b) PayU, in collaboration with co-branding partners, the Customer Care Team, and the Nodal Officer, ensures strict adherence to RBI TAT circular, RBI ODR circular, and PPI Master Direction requirements. Customers shall be eligible for compensation as per the applicable RBI TAT circular and PPI Master Direction guidelines.

c) Please note that “Service requests” can only be raised for transactions completed in the last 120 days. For assistance with older transactions, customers will need to reach out to PayU via email or use other communication channel as prescribed under point number 2 “Customer Grievance redressal matrix”

d) Upon receipt of a customer complaint, PayU's Customer Care Team will issue an acknowledgment containing a unique complaint reference number. This acknowledgment will be sent to the customer via SMS, email, or both communication channels.

e) Unauthorized/Fraudulent Transactions: All grievances will be resolved within ninety (90) calendar days from the date of complaint receipt.

f) Failed Transactions: Resolution will comply with the turnaround time (TAT) requirements as specified in the applicable Reserve Bank of India (RBI) TAT circular.
g) Post receipt of complaint, PayU will take necessary action to prevent further loss.

6. Risks and responsibilities involved in Electronic Payment Transactions

a) Customers must take appropriate measures to safeguard their accounts by using strong Passwords and PINs, which need to be changed at regular intervals. PINs/ Passwords and OTP must not be shared with anyone via any means / mode.

b) Customers must update their mobile numbers and email IDs regularly. Further, customers must protect their mobile phone via password.

c) Customers need to monitor transactions regularly, either from SMS alerts or through the mobile app to identify any unauthorized transaction. Customers must remain vigilant in conducting transactions and sharing their respective data.

d) Customers should promptly report/notify any unauthorized transaction on the account to PayU.

7. Customer Liability Framework in cases of Unauthorized Electronic Payment Transactions

a) A customer's liability arising out of an unauthorized / fraudulent payment transaction will be in accordance with the applicable RBI guidelines/circulars/notifications in relation to prepaid payment instruments.

b) It is clarified that the liability of customer, as applicable, for any unauthorized transaction in relation to the customer's respective PPI shall be:

i. **Zero Liability of the customer** - A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in following manner: a) Contributory fraud/negligence/deficiency on the part of PayU Payments (irrespective of who reports the transaction); and b) Third party breach where the deficiency lies neither with PayU Payments nor with the customer but lies elsewhere in the system, and customer notifies to PayU Payments regarding the unauthorized transaction within 3 days after the transaction was confirmed to customer by PayU Payments.

ii. **Limited Liability of the customer** – Unauthorized Customer liability for losses arising from unauthorized transactions shall be determined as follows: (a) In

instances where the loss results from customer negligence, including but not limited to the disclosure of payment credentials to third parties, the customer shall be responsible for all losses incurred up to the point when the unauthorized transaction is formally reported to PayU Payments. (b) In cases where the responsibility for the unauthorized transaction lies neither with PayU Payments nor with the customer, but lies elsewhere in the system and when there is a delay of 4-7 days in the customer notifying to PayU Payments regarding the unauthorized transaction after the transaction was confirmed to the customer by PayU Payments, the per transaction liability of the consumer shall be limited to the transaction value or INR10,000/- whichever is lower (c) In cases where the responsibility for the unauthorized transaction lies neither with PayU Payments nor with the customer, but lies elsewhere in the system and when there is a delay of more than 7 days in the customer notifying to PayU Payments regarding the unauthorized transaction after the transaction was confirmed to customer by PayU Payments, the liability of PPI holder shall be of complete transaction value.

iii. If PayU Payments fails to resolve a customer compliant or determine customer liability within 90 days of receiving the compliant, the customer will be compensated with the amount specified in paragraph 7.b.i and ii. This compensation will be provided within 120 days from when the compliant was received, regardless of whether the customer was negligent or not.

c) PayU Payments may also, at its discretion, decide to waive any customer liability in case of unauthorized electronic payment transactions even in cases of customer negligence, however this cannot be claimed by the customer as a matter of right.

d) PayU Payments assumes no responsibility and will incur no liability if it is unable to affect any payment instruction(s) owing to any one or more of the following circumstances:

i. If the payment instructions issued by the customer are incomplete, inaccurate, invalid or delayed;

ii. If the PPI has insufficient available balance to cover for the amount as mentioned in the payment instruction(s);

iii. If the balance available in the PPI is under any encumbrance or charge;

iv. If conformation of successful transaction is not received by PayU Payments from any relevant third parties;

v. Any amount transferred erroneously by the customer to any Merchant will not be refunded to the customer by PayU Payments in any circumstance whatsoever;

vi. Any information that may have become outdated since the last time the particular piece of information was updated; and

vii. Circumstances beyond the control of PayU Payments (including, but not limited to fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown).

e) In the event of the mobile phone being used to access the PPI getting stolen/lost, customer is required to immediately inform PayU Payments about the same by writing to PayU Payments on citrusfeedback@payu.in.

f) Notwithstanding anything to the contrary herein, neither PayU Payments, nor its agents, service providers, affiliated companies, subsidiaries, their employees and directors or any other related party will have any liability to the customer or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to provision of PPI Services, even if any of the said parties had been advised of, knew of, or should have known of the possibility of such damages. To the extent permitted by Applicable Laws, PayU Payments maximum aggregate liability to the customer for any causes whatsoever, and regardless of the form of action, will at all times be limited to the transaction value.

g) Customers agree and acknowledge that PayU Payments is only a facilitator and is not and cannot be a party to or control in any manner any transactions relating to purchase of goods and/or services using PPI on the Merchant website/platform. Customers agree and acknowledge that PayU Payments shall not be liable / responsible for any defect in the product / merchandise / goods or services purchased / availed using PPI from Merchants of the products/ services. Any dispute or claim regarding the product / merchandise / goods or services purchased / availed on the Merchant websites/platform using PPI must be resolved with the Merchants.

h) PayU shall put in place a suitable mechanism and structure for reporting of the customer liability cases to the Board or one of its Committees.

i) Customers shall have recourse to the Reserve Bank - Integrated Ombudsman Scheme, 2021 (as amended from time to time) for grievance redressal. Link for the same is given below:
(https://www.rbi.org.in/Scripts/BS_PressReleaseDisplay.aspx?prid=52549)

8. Policy review and updates

a) This CGR policy shall be reviewed at least annually or as and when required for incorporating any regulatory changes or updates necessitated by business objectives.

b) This CGR Policy comes into effect immediately on approval by the board of directors of PayU Payments and will remain in force until further reviewed and approved by the board of directors of PayU Payments.

**********End of Policy**********