



## Government Transaction Dispute Office Guide



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# General Overview

This manual provides general guidelines to assist Agencies/Organizations in managing their Transaction Dispute Process for the Government Purchase, Fleet and Travel Card programs at Citibank. These programs are designed to meet the following objectives:

- Reduce paperwork associated with administrative costs for the Purchase, Fleet and Centrally/ Individually Billed Travel Card programs
- Streamline procedures associated with management practices regarding the purchase of goods and services, official Government travel and travel-related expenditures, and fleet services provided to the Agency/Organization
- Provide procedural controls and feedback to improve management control and decision-making regarding the Government Purchase, Fleet and Travel Card programs at Citibank

# Responsibilities of Program Participants

## **Transaction Dispute Office (TDO)**

A TDO may be established to assist an Agency/ Organization and Citibank in tracking and resolving disputed transactions associated with the Government Purchase, Fleet and Travel Card programs.

The TDO normally serves as the conduit between Citibank, the Designated Billing Office (DBO) and the Agency/Organization Program Coordinator (A/OPC) to resolve disputed transactions in Purchase, Fleet and Travel Card programs. The TDO oversees the proper processing of transaction disputes and works with Citibank to resolve them.

The TDO is typically responsible for the following:

- Ensuring changes within the TDO are provided to the A/OPC in a timely fashion
- Ensuring disputed transactions are reported to Citibank in a timely manner
- Tracking Purchase, Fleet and Centrally Billed Travel Card transaction disputes
- Providing feedback to A/OPC on efforts and performance of Citibank in resolving disputes
- Analyzing and monitoring Citibank reports detailing transaction dispute activity
- Conducting site visits to Citibank as required
- Participating in annual training conferences and disseminating basic information gathered during the conference proceedings

For specific responsibilities, please see Attachment 10 of the GSA Master Contract.

## **Agency/Organization Program Coordinator (A/OPC)**

The A/OPC is an individual designated by the Agency/Organization to perform task order contract administration within the limits of delegated authority and to manage the card program. The A/OPC generally serves as the focal point for answering questions, completing contract administration activities, coordinating applications, issuing and destroying cards, establishing and reviewing reports, managing administrative training and serving as the overall point of contact for Cardholders, the Agency/Organization, Citibank and GSA. The A/OPC is a resource for the DBO in the performance of its payment-related functions.

For specific responsibilities, please see Attachment 10 of the GSA Master Contract.

## **The Approving Official (A/O) (Optional)**

The Approving Official (AO), if used by an Agency/Organization, is normally the supervisor to whom a Cardholder reports for authorization to purchase required supplies and services. AOs assist in the reconciliation of Cardholder accounts, ensuring proper procedures are followed when purchasing supplies or services. AOs are the conduit between the A/OPC and the Cardholder, ensuring proper dissemination of information regarding program changes and Cardholders' ability to utilize their cards. Although not contemplated by the Master Contract, Citibank understands that some Agencies/Organizations wish to employ this management tool for the Purchase Card Task Order. Citibank will work with each Agency/Organization that requests such support.

For specific responsibilities, please see Attachment 10 of the GSA Master Contract.

## **Cardholder**

Cardholders and/or AOs, as appropriate, are responsible for fully reconciling each Statement of Account or invoice they receive in order to ensure timely identification of possible disputes. The Cardholder should retain all receipts and other transaction documentation to facilitate reconciliation in accordance with Agency/ Organization policy. If documentation is not available, the Cardholder should annotate the Statement of Account or invoice, recording all pertinent information.

The Cardholder and AO should review and ensure that all transactions on the Statement of Account or invoice are appropriate. If an item has been returned and a credit voucher was received, the Cardholder verifies that the credit is reflected on the Statement of Account. If credits do not appear in a timely fashion (within 45 days), or if there are any other inconsistencies within the Statement of Account or invoice, the Cardholder should initiate the dispute process. It is the Agency/ Organization's responsibility to ensure that the resolution of all disputes is properly tracked and reflected on the Statement of Account or invoice.

For specific responsibilities, please see Attachment 10 of the GSA Master Contract.

## **Citibank**

Citibank will provide timely delivery of all products and services specified in the Agency/ Organization Task Order within the parameters established under the GSA Master Contract.

In the event of a transaction dispute, Citibank shall:

- Provide sufficient transaction data to identify the charge
- Promptly investigate disputed items and use best efforts to resolve transaction disputes including working with merchants and the TDO
- Provide a copy of the charge in dispute, if requested
- Provide a copy of all Citibank correspondence regarding disputed items, if requested
- Chargeback the merchant where appropriate
- Detail the disputed charge on the Invoice Status Report
- Re-bill proper charges in the subsequent billing period and include complete transaction data for the re-billed charge if available

If a disputed item is resolved before the payment due date, the resolution shall appear on the Agency/Organization's following official invoice.

Citibank will provide the Agency/Organization and its employees with dedicated and responsive customer service representatives 24 hours a day, 7 days a week, every day of the year through the Citibank<sup>®</sup> Customer Service Center at 1-800-790-7206 in the U.S. If outside the U.S., call collect at 1-904-954-7850. This service will enable all program participants to obtain information and resolve problems associated with their Government Card programs.

## **Unique International Use Procedures**

Procedures for international use conform to those set by the associations.

# Disputes

There are many reasons why a Cardholder may disagree with a charge that appears on his/her Statement of Account. Disputes on sales tax or shipping and handling charges are not a valid MasterCard® or Visa® chargeback reason. Cardholders must resolve these types of disputes directly with the merchant by requesting a credit to the account. To avoid this type of merchant contact, it is very important for the Cardholders to verify the transaction total with the merchant at the time of the transaction. Examples of typical disputes which can be expected to arise under this contract, and how they should be handled by the Cardholder, are:

- **Unauthorized mail or telephone orders:** A high percentage of Purchase Card transactions are conducted without the card or the Cardholder being present at the merchant location. It is imperative that proper Cardholder procedures be in place which will promote complete reconciliation of each billed transaction with Cardholder receipts and/or phone order logs. If the Cardholder discovers that he/she has been billed by a merchant for goods or services he/she did not order, he/she may file a dispute to seek a reversal of the transaction.
- **Duplicate processing:** Inadvertently, a merchant may process multiple billings for a single transaction. This would become apparent to the Cardholder through the reconciliation process of his/her billing statement. The Cardholder needs to simply identify when the original transaction was billed. If any other circumstances were involved, the Cardholder should provide a brief explanation.
- **Merchandise or services not received:** If a Cardholder has been charged by a merchant for something he/she has not received, he/she must first contact the merchant to resolve the situation. Contact with the merchant may identify that the merchandise is in transit or was lost in transit; a service appointment was not kept; or some other type of obstacle that the merchant was unaware of has occurred. The Cardholder and merchant should come to an agreement regarding a resolution. If the Cardholder and the merchant cannot arrive at a satisfactory resolution, the Cardholder should file a dispute stating the details of the attempt to rectify the situation directly with the merchant.
- **Canceled or returned merchandise:** In some instances a Cardholder may cancel a merchandise order or may receive the goods from a merchant and return them even before billing has occurred. If returned in person, the Cardholder would have received a credit voucher from the merchant to validate the return. If the goods were returned via mail service or delivery service, the only proof the Cardholder has of the return is the shipping receipt, such as a postal or UPS receipt or trucking company shipping document. If the order was canceled, the Cardholder should have a record of the date and time of cancellation, along with a cancellation number, if applicable. This documentation, identifying the destination of the returned goods, will substantiate the return and a copy should be included when a dispute is filed.
- **Credit not received:** When a Cardholder receives a credit voucher from a merchant, he/ she must reconcile this transaction to his/her billing statement along with his/her charge transactions to ensure that he/she is actually credited for the return. If the Cardholder has a credit voucher but does not see the credit appear on a subsequent statement, he/she should file a dispute including a copy of the credit voucher.
- **Difference in amount:** Part of the Cardholder reconciliation process should include the verification of amount to ensure the amount charged to the account is the amount agreed upon and documented on the original charge slip. If these differ, the Cardholder should file a dispute for the difference, including a copy of the original sales slip as proof of the valid amount of the transaction. The Cardholder may deduct the amount of the difference from payment if a dispute is filed.
- **Inadequate description/unrecognized charge:** There may be occasions where the Cardholder cannot recognize a charge that appears on his/her Statement of Account. Reconciling the charge slips

with the statement by the merchant name, location or dollar amount may clear up some questions. But when the Cardholder cannot identify or validate a charge that appears on his/her statement, he/she should file a dispute.

- **Copy request:** In the event that a Cardholder requires a copy of a sales draft that he/she, for some reason, does not have, a dispute may be filed to request a copy. The fulfillment of this request usually takes three to four weeks.
- **Services not rendered:** A dispute should be filed when a Cardholder is charged for services that have not been provided. A Cardholder may also discover that during the reconciliation and statement process he/she has been billed on the Purchase Card for something that was paid for by another means. A dispute should be filed which includes proof of the other form of payment, such as a canceled check or a receipt showing payment.
- **Not as described:** This reason can be used when the Cardholder can identify that the goods or services received did not conform to what was agreed upon with the merchant. The Cardholder must first make contact with the merchant to resolve his/her dispute by attempting to return the merchandise or seek other acceptable means of resolution. If no resolution can be achieved, the Cardholder should file a dispute.
- **Other disputes:** There are some instances where an error of some kind has occurred on a Cardholder's account that cannot be described through the use of one of the above-listed dispute reasons. Examples of these types of errors are a credit posted as a debit, a processing error or a fraudulent charge. An explanation of any and all known information regarding these types of disputed charges should be included when the Cardholder files his/her dispute.

It does not matter whether the card is a Purchase Card, Fleet Card or Travel Card. While there may be some variances by card type in terms of who initiates the communication, the general dispute process is the same.

### **Fleet Card Disputes**

If your Agency/Organization owns or leases its own vehicles, equipment, aircraft, boats, etc., from other than the GSA Interagency Fleet Management System (IFMS) and a task order for Fleet service has been issued to Citibank, dispute resolution primarily will be the responsibility of the Fleet Card provider and the Agency/Organization.

If the Agency/Organization is a user of the GSA IFMS and the GSA vehicles are issued a Citibank® Fleet Card for fuel, maintenance and repair, disputes will be handled by IFMS.

The IFMS maintenance and repair authorizations and processing controls will eliminate most disputes, with the exception of those transactions processed while a merchant is experiencing system failure or having power outage problems.

### **Chargeback Provisions**

Provisions regarding chargeback provision adhere to Visa® or Mastercard® chargeback policy.

# Dispute Resolution Process

Reasons for disputing a transaction may vary from dissatisfaction with the goods or services provided, to non-recognition of the reported merchant or charge. In all cases, the first course of action is for the Cardholder to contact the supplier and attempt to resolve the dispute directly. If attempts to resolve the dispute with the supplier have not been successful, or if attempts to contact the supplier are not possible (supplier is not recognized, contact information is not available, etc.), the following process should be initiated by the Cardholder or his/her representative within the Agency/Organization:

## Step 1

Internal policies within Agencies/Organizations may vary; however, communication with Citibank must be initiated by either the Cardholder or the Agency/Organization's representative on the Cardholder's behalf. Authorized representatives of the Agency/Organization normally include the TDO, the DBO and the A/OPC. This communication is normally done via telephone through a toll-free number, or online via the CitiDirect® Card Management System. All disputes unresolved at the supplier-Cardholder level must be submitted to Citibank within 60 days of receipt of the invoice on which the charge(s) first appeared. After 60 days, the right to dispute a charge may be relinquished.

## Step 2

Citibank will instruct the individual making contact concerning next steps. The Cardholder will normally be required to complete either a paper or electronic Dispute Form and send the completed form to Citibank (See **Appendix A**, or [www.citimanager.com](http://www.citimanager.com), **U.S. Federal Government Services, Reference, Appendix B**). The Cardholder should always keep a copy of the completed Dispute Form for his/her reference. The Cardholder may also be required to provide a copy of the Dispute Form to appropriate entities within the Agency/Organization, such as the TDO.

## Step 3

Citibank will suspend the disputed charge from the outstanding balance due once it receives notice of the dispute. Citibank will acknowledge the initiation of a dispute to the Cardholder, confirming that the Cardholder does not have to pay the amount in question pending the outcome of the dispute process.

The suspension process places the amount in question in a special category of transactions. Suspended transactions are tracked and reported to the appropriate personnel in each Agency/ Organization, such as the TDO, per the terms and conditions of the GSA Master Contract and the Agency/Organization Task Order. Both Mastercard® and Visa® require merchants to respond to the notification of dispute within 45 days of receipt.

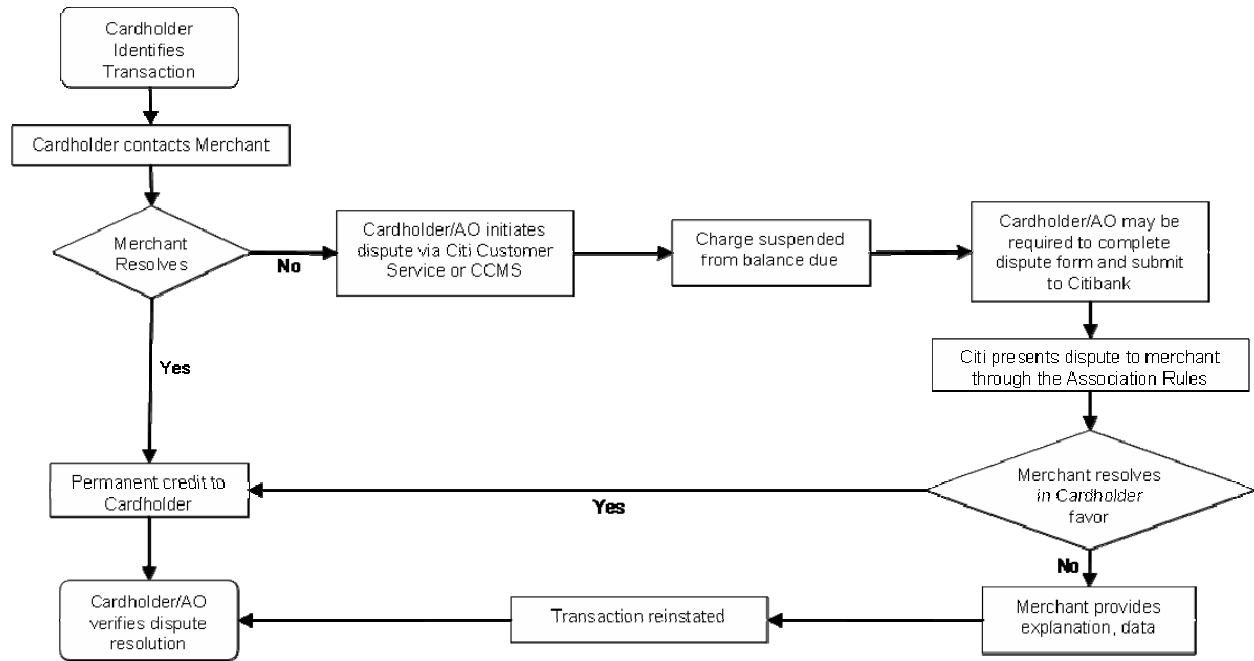
If the supplier has not responded within 45 days, the dispute is automatically resolved in favor of the Cardholder. While this process is taking place, the Cardholder is not expected to take any further action, unless Citibank requests additional information.

## Step 4

Based on the supplier's response, the charge will either be resolved in favor of the Cardholder or the supplier. If the charge is resolved in favor of the Cardholder, the charge is removed from the account and all related reports will reflect the status. If the dispute is resolved in favor of the supplier, a letter is sent to the Cardholder explaining the decision. The charge will appear in the balance due on the next Statement of Account, along with a dispute resolution message. The Cardholder should retain the dispute resolution letter and attach it to the next Statement of Account as support documentation.

Typically, when a charge is resolved in favor of the supplier, the supplier has provided evidence of compliance with MasterCard® and Visa® association operating regulations. In those very rare instances where agreement cannot be reached between the Cardholder and the supplier, or when the charge appears to be fraud-related, special actions are taken.

The following chart depicts the dispute process:



**\*Actual timing for dispute and resolution process is governed by association rules. Citi will track the Merchant and Cardholder dispute for 90 days.**

# Electronic Access System (EAS)

## Program Management Tools

Access the Citibank<sup>®</sup> Landing Page at <https://home.cards.citidirect.com> or find additional program and tool information at [www.citimanager.com](http://www.citimanager.com), U.S. Federal Government Services, Web-based Tools.

### Citibank<sup>®</sup> Landing Page

The Single Sign-on Landing Page provides a client with a one ID/Authentication process to gain access to all of Citibank's program management tools as listed below. This can be accessed at <https://home.cards.citidirect.com>.

Features include:

- Single Sign-On: This function will enable the user to access multiple applications using single sign on in the Landing Page screen.
- Landing Page: This screen will show the user links they can access and external applications they can access based on entitlements.
- Message Board: This functionality enables the user to view the broadcast messages for their hierarchy on a message board. It also enables them to create messages and publish them after an authorization of the posted message.
- User Profile Update: This functionality will allow the user to update the details about their own profile; for example, their email id, security question, and/or address.
- Administration Functions: This functionality will enable the user to perform various administrative functions such as create a user; activate/deactivate a user; reset a password; assign applications; review pending user requests; post messages; approve messages; modify/delete messages; run reports; or assign user entitlement.
- New User Signup: This functionality will enable a user to register in order to access the application. The registration can be as a card holder or as a non-card holder.

### CitiDirect<sup>®</sup> Card Management System (CCMS)

Citibank offers CCMS for A/OPCs as an electronic method to perform program maintenance. CCMS is a secure electronic method to perform required updates to cardholder profiles and submit new account requests. Additionally, A/OPCs will have access to the Citibank<sup>®</sup> Help Desk support, as well as onsite training, comprehensive online learning and self-help tools to help manage the your card program. The self-help tools including a User Guide and job aids can be accessed from the EAS Landing Page, <https://home.cards.citidirect.com>, by clicking on APPLICATION, the CCMS link, the ASSISTANCE tab, the GUIDES sub-tab, and the CITIDIRECT A/OPC QUICK REFERENCE CARD link.

### Citibank<sup>®</sup> Custom Reporting System (CCRS)

Citibank<sup>®</sup> Custom Reporting System facilitates the A/OPC's ability to analyze trends in program spend habits. The CCRS system provides users with the following:

- Pre-defined reports that can be used as-is, or that can serve as templates for customized reports
- Access to over 650 data elements
- Ability to schedule reports to run at a variety of time periods, including daily, weekly or at month-end
- Ability to "subscribe" to reports, so that they are run after hours and can be reviewed at leisure
- Access to a history list of reports run in the past. Data will be guaranteed 36 months back.
- GSA standard report templates can be easily accessed through one folder in CCRS

### **Citibank® Online Statements and Payments (OLSP)**

With our online statements capability, Cardholders and A/OPCs can securely access all of the details of card charges easily online and streamlined for review. Account statements can be viewed any time for up to 12 cycles. Statements can also be printed or downloaded for your records. Unbilled transactions can be viewed and downloaded as well. Only account balances for individual bill/individual liability accounts can be paid through the online statement system.

### **Citibank® Electronic Reporting System (CERS)**

The Citibank® Electronic Reporting System is a Web-based reporting tool that allows users to access their TBR (Total Business Reporting) reports electronically in a completely secure environment. It also allows users the ability to upload and/or download files in a secure environment.

### **Tool Set Training**

A complete Agency/Organization training strategy will be established during implementation and on an ongoing basis. Also, once access is granted to the EAS, you may log in and click on the “Help” link for quick reference materials.

# Reports

Samples of each of these relevant reports can be provided upon request. Please see the Citibank® Government Purchase or Travel Card Guides or contact your Client Account Manager for a full list of reports offered.

## **Invoice**

Citibank provides invoices on a daily, weekly, semi-monthly or monthly basis, in both electronic and hard copy formats. The Agency/Organization can modify the frequency interval on request.

## **Invoice Status Report**

This user-requested report identifies all outstanding invoices (CBAs) and statements (IBAs) and includes all transaction data. It is supplied electronically, normally to the DBO, and can be modified to assist in tracking and allocating refunds as applicable.

## **Transaction Dispute Report**

This report lists all outstanding and resolved transaction disputes. The report is summarized by dispute status. The user has the capability to access detail-level data, and thereby identify, track, balance and obtain status on the dispute from the original charge through resolution. The report is generated on any cycle basis and may be delivered via the CitiDirect® Card Management System or in hard copy. This report is generally used by the TDO.

# Customer Assistance

The Customer Service Center at Citibank is available 24 hours a day, 7 days a week, every day of the year to provide assistance to DBO personnel. The Client Account Manager assigned to your Agency/Organization is fully capable of answering questions and resolving issues related to the billing of all Government card programs.

## **Non-DoD Agencies/Organizations**

The Customer Service Center may be reached toll-free at 1-800-790-7206. For those outside the U.S., call collect at 1-904-954-7850. Dispute forms, if faxed, should be sent to 1-605-357-2019. Dispute forms may be mailed to Citibank Government Services, P.O. Box 6125, Sioux Falls, SD, 57117-6125.

## **DoD**

### **Cardholder Assistance**

Call toll-free 1-800-200-7056. For cardholders outside of the U.S., call collect to 1-757-852-9076. Full service is available 24x7 including Help Desk support for online statements.

### **APC Assistance**

Call toll-free 1-866-670-6462. For APCs outside of the U.S., call collect to 1-757-853-2467. The Client Account Representatives (APC Support) are available Monday through Saturday 7am-9pm EST. The Client Account Specialists (CPM support) are available Monday through Friday 7am-6pm. Centrally Billed Account Representatives are available Monday through Friday, 7am-6pm. After hours emergency support is available 24x7 through the Cardholder Assistance group.

# Appendix A



## CITIBANK® GOVERNMENT CARDHOLDER DISPUTE FORM

INQUIRER'S NAME: (1) \_\_\_\_\_ DATE: (2) \_\_\_\_\_

CARDHOLDER'S NAME: (3) \_\_\_\_\_

ACCOUNT NUMBER: (4) - - - - -

**CARDHOLDER:** PLEASE PROVIDE A COPY OF ANY INFORMATION/FORMS REQUESTED BELOW ALONG WITH THE STATEMENT THE DISPUTED CHARGE APPEARS ON.  
PLEASE FAX TO 605-357-2019 or MAIL TO Citibank® Government Services, P.O. Box 6125, Sioux Falls, SD 57117-6125.  
This form must be filled out completely and forwarded to Citibank and the appropriate Agency officials (as determined by your internal procedures) within 60 calendar days of receipt of your invoice.

TRANSACTION DATE: (5) \_\_\_\_\_ DOLLAR AMOUNT OF CHARGE: \$ (6) \_\_\_\_\_ MERCHANT: (7) \_\_\_\_\_

CARDHOLDER SIGNATURE: (8) \_\_\_\_\_

Please read carefully each of the following descriptions and check the one most appropriate to your particular dispute. Card program regulations require that you provide additional statements to document specific items, where indicated below. If you have any questions, please contact us at 1-800-790-7206 (overseas call collect at 904-954-7850). We will be more than happy to advise you in this matter.

(9)

- **UNAUTHORIZED TRANSACTION**  
 I have not authorized this charge to my account.
- **MULTIPLE PROCESSING - THE DATE OF THE FIRST TRANSACTION WAS .**  
 The transaction listed above represents a multiple billing to my account. I only authorized one charge from this merchant for this amount. My card was in my possession at all times.
- **MERCHANDISE NOT RECEIVED IN THE AMOUNT OF \$ .**  
**Please enclose a separate statement detailing the merchant contact, and the expected date to receive merchandise.**  
 My account has been charged for the above transaction, but I have not received the merchandise. I have contacted the merchant, but the matter was not resolved.
- **CANCELED TRANSACTION**  
 My account has been charged for the above listed transaction. I have contacted this merchant on (date) and canceled the order. I will refuse delivery should the merchandise still be received.
- **MERCHANDISE RETURNED IN THE AMOUNT OF \$ .**  
**Please enclose a separate statement detailing the merchant contact, date of the contact and the merchant response.**  
 My account has been charged for the above listed transaction, but the merchandise has since been returned.  
A copy of the postal or UPS receipt is enclosed.
- **CREDIT NOT RECEIVED**  
 I have received a credit voucher for the above listed charge, but it has not yet appeared on my account.  
A copy of the credit voucher is enclosed.
- **DIFFERENCE IN AMOUNT**  
 The amount of this charge has been altered since the time of purchase. Enclosed is a copy of my sales draft showing the amount for which I signed. The difference of amount is \$ .
- **COPY REQUEST**  
 I recognize this charge, but need a copy of the sales draft for my records.
- **SERVICES NOT RECEIVED**  
**Please enclose a separate statement with the date of the merchant contact and response.**  
 I have been billed for this transaction; however, the merchant was unable to provide the services.
- **PAID FOR BY ANOTHER MEANS**  
**Please enclose a separate statement with the date of the merchant contact and response.**  
 My card number was used to secure this purchase; however, the final payment was made by check, cash, or another credit card. Enclosed is my receipt, canceled check (front and back), copy of credit card statement, or applicable documentation demonstrating that payment was made by other means.
- **NOT AS DESCRIBED**  
 The item(s) specified do not conform to what was agreed upon with the merchant. (The Cardholder must specify what goods, services, or things of value were received. The Cardholder must have attempted to return the merchandise and state so in his/her complaint.)

• **IF NONE OF THE ABOVE REASONS APPLY:**  
Provide a complete description of the problem, attempted resolution and outstanding issues. Use a separate sheet of paper and sign and date your description statement. **Numbers in parentheses correspond to numbers on guide sheet on next page.**

## GUIDE TO CITIBANK® GOVERNMENT CARDHOLDER DISPUTE FORM

Form required when disputing a charge or charges.

1. **Inquirer's Name:** Name of individual submitting dispute, i.e., Dispute Officer or Cardholder.
2. **Date:** Day, month and year for the day the dispute is being filed (i.e., today's date).
3. **Cardholder's Name:** List the name that appears on the account where the charge in dispute resides.
4. **Account Number:** 16-digit account number.
5. **Transaction Date:** Indicate the date the transaction in dispute was made.
6. **Dollar Amount of Charge:** Indicate the dollar amount of the transaction in dispute.
7. **Merchant:** Provide the name of the merchant for the transaction in dispute.
8. **Cardholder Signature:** Cardholder must sign.
9. **Error Description:** Check the box that most appropriately relates to your type of dispute. Card program regulations require that you provide additional statements to document specific items, where indicated on the front of this form.

**Global Transaction Services [www.transactionservices.citigroup.com](http://www.transactionservices.citigroup.com)**

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We are required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with us. We will ask for your complete name, street address, and taxpayer ID number. We may also request corporate formation documents, or other forms of identification, to verify information provided.

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In January 2007, Citi released a Climate Change Position Statement, the first US financial institution to do so. As a sustainability leader in the financial sector, Citi has taken concrete steps to address this important issue of climate change by: (a) targeting \$50 billion over 10 years to address global climate change: includes significant increases in investment and financing of alternative energy, clean technology, and other carbon-emission reduction activities; (b) committing to reduce GHG emissions of all Citi owned and leased properties around the world by 10% by 2011; (c) purchasing more than 52,000 MWh of green (carbon neutral) power for our operations in 2006; (d) creating Sustainable Development Investments (SDI) that makes private equity investments in renewable energy and clean technologies; (e) providing lending and investing services to clients for renewable energy development and projects; (f) producing equity research related to climate issues that helps to inform investors on risks and opportunities associated with the issue; and (g) engaging with a broad range of stakeholders on the issue of climate change to help advance understanding and solutions.

Citi works with its clients in greenhouse gas intensive industries to evaluate emerging risks from climate change and, where appropriate, to mitigate those risks.

**efficiency, renewable energy & mitigation**