

Credit Card Chargeback

What is chargeback mechanism?

Chargeback mechanism is a way by which cardmembers who make lump sum payments for goods and services, request for refunds, whether in whole or in part, of their payments under certain circumstances in accordance with the rules of the respective card associations.

What is our role as a card issuer?

We, being a card issuer, will assist cardmembers on the chargeback in accordance with the rules of the respective card associations where the circumstances justify. It is important for cardmembers to provide us with sufficient information and supporting documents in order to establish a valid claim of chargeback.

How can cardmembers initiate chargeback requests?

According to the chargeback mechanism stipulated by the card associations, only one dispute can be raised for each transaction. Therefore, cardmember is encouraged to try to resolve the dispute with the merchant first before raising a chargeback request.

A cardmember can initiate a chargeback request by submitting to us a completed transaction dispute form with supporting documents (e.g. sales slip, receipt, invoice, delivery note, etc.) as required by us. The information in the transaction dispute form and the supporting documents are required to establish the validity of the chargeback request so as to ascertain whether or not the request will be considered and processed by the acquirer. If the request is established to be valid at a later stage, cardmember will be refunded an appropriate amount of his payment in accordance with the rules of the respective card associations. In case of any dispute, our bank reserves the right of final decision.

Copies of the transaction dispute form can be obtained from our branches or downloaded from “Transaction Dispute Form & Guidelines on Page 6-7” on our website.

http://www.asia.ccb.com/hongkong/personal/credit_cards/download_form.html

What is the chargeback processing flow?

Upon receipt of a chargeback request with the required information and supporting documents from a cardmember, we will submit the information to the acquirer for processing the request under the rules of the respective card associations as soon as practicable. Depending on the circumstances, the chargeback request may be accepted or rejected.

Time limits of different card associations

Cardmembers should examine their statements and report any error or omission in the statements to us within 60 days from the statement issuance date in accordance with the cardmember agreement. If no error is reported with the said period, the statements are deemed to be conclusively true and correct and binding on cardmembers.

Chargeback process usually takes 6 to 12 weeks, which is counted from the date when all the required information and supporting documents are received by us from the cardmember. The processing time may be longer depending on the complexity of the case.

Card associations impose time limits on chargeback request submission, and the time limits vary with dispute types and card associations.

Card associations	<p>Cardmembers should raise dispute request to us within 60 days from the statement issuance date. For the dispute types, please refer to ‘TRANSACTION DISPUTE FORM’ for details.</p> <p>For the dispute related to non-receipt of refund, goods/services and merchant out of business case, please refer to the below chargeback time limits. The chargeback time limits are strictly for reference only. The card association guidelines may be subject to changes from time to time without prior notice.</p>
Visa / Mastercard	<p>Dispute of non-receipt of refund:</p> <ul style="list-style-type: none"> • Within 120 days from the issuance date of refund receipt / documentation. <p>Dispute of non-receipt of goods/services or merchant out of business:</p> <ul style="list-style-type: none"> • Within 120 days from transaction processing date, or within 120 days from the expected delivery date of the services/goods, or date of merchant closed down , but not exceeding 540 days from the transaction processing date.
UnionPay	<p>Dispute of non-receipt of refund:</p> <ul style="list-style-type: none"> • Within 150 days from the transaction date, but not exceeding 240 days from the transaction date (including 30 calendar days of mandatory retrieval request). <p>Dispute of non-receipt of goods/services:</p> <ul style="list-style-type: none"> • Within 150 days from the transaction date (including 30 calendar days of mandatory retrieval request). <p>Dispute of merchant out of business:</p> <ul style="list-style-type: none"> • Hong Kong, Macau and Taiwan domestic transaction: Within 360 days from the transaction date (including 30 days of mandatory retrieval request). • Other countries/regions: Within 150 days from the transaction date. (including 30 days of mandatory retrieval request)

In order to have sufficient time to process chargeback request through card associations, cardmember must raise a chargeback request together with the supporting documents at least 14 days prior to the chargeback deadline imposed by the respective card associations for non-receipt of refund, goods/services and merchant close down dispute case.

Not accepted transaction type for chargeback request

Chargeback request is not accepted for the below transaction types. Cardmember should contact the merchant directly to resolve the dispute.

- Octopus Automatic Add Value Service (AAVS) transaction
- Interest-free Merchant Installment Transaction
- Related to the quality of goods/services provided by merchant.

Not accepted transaction type for using chargeback reason of “Unauthorised transaction”

Since the below transaction types are authenticated, the liability would be on the Cardholder and “Unauthorised Transaction” cannot be used as a reason for chargeback request.

- Face-to-Face transactions with card-presented
- Transaction processed via various e-Wallets (including but not limited to Apple Pay, Google Pay, Unionpay mobile QuickPass, Alipay, WeChat Pay, Octopus Wallet, etc.)
- Online Transaction with OTP (One-Time-Password) authentication.

Contact Us

Cardmembers can contact us for enquiries on credit card chargeback via any of the following channels:

- Credit Card Customer Services Hotline 317 95533
- Email (cs_contact@asia.ccb.com);
- Our official website (www.asia.ccb.com);
- Fax (Fax No. 311 16279);
- Any of our branches.

Frequently Ask Questions

Q : Why are cardmembers encouraged to contact the merchant before raising the credit card chargeback request?

A : Cardmembers are encouraged to contact the merchant first (if possible), as it may take shorter time to resolve the request.

Q : Will I need to pay any handling fee for submitting chargeback request?

A : If the chargeback claim is invalid, you may have to pay for the relevant fees and charges such as dispute handling fee, statement retrieval fee, card replacement fee, interest and finance charges incurred during the investigation period, etc. (if applicable) in accordance with the cardmember agreement.

Q : I am currently making payments to a merchant by credit card direct debit authorization (DDA) every month. I now want to cancel the DDA. Could your Bank take my instruction and cancel the DDA? What can I do?

A : The credit card DDAs in connection with contracts entered into with merchants are given directly to the merchants (and not to our Bank). Accordingly, a request for cancellation of a DDA should be made to the merchant. You can give the merchant a written instruction to cancel the authorization. If the DDA is still not cancelled, you can provide a copy of the cancellation instruction to us, and we may help to contact the merchant to seek reimbursement of the disputed charge and / or cancellation of the authorization in dispute (as the case may be).

Q : I signed a merchant installment plan for a tenor of 24 months with a merchant for fitness services with CCB (Asia) credit card. However, the merchant was later out of business. Can I stop the remaining 10 months of the installment payment?

A : Merchant installment plan is a loan agreement between you and us, wherein the full amount paid by us to the merchant represents a loan made by us to you and your continued liability owed towards us in all circumstances until full repayment of the loan no matter or not the goods or services contracted for are delivered.

Q : How should I know the Chargeback Time Limits for non-receipt of goods/services or the merchant going out of business.

A : Chargeback time limits vary according to the type of disputes and card associations. The chargeback time limits are strictly for reference only. The card association guidelines may be subject to changes from time to time without prior notice.

Example A

Customer uses a Visa/Mastercard to pay for merchandise which is not delivered as scheduled.

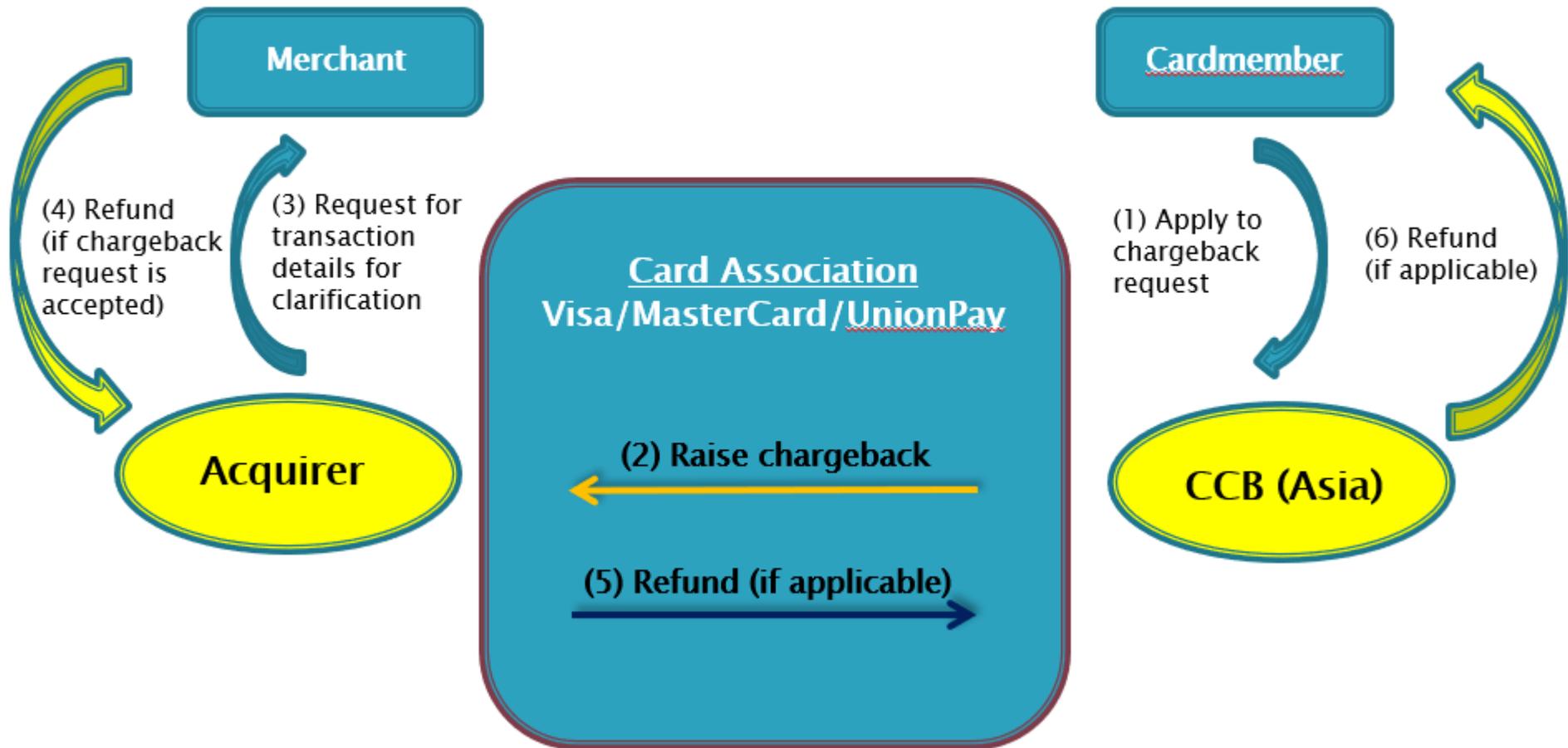
The chargeback time limit is 120 days from the last date which the cardmembers expected to receive the merchandise or services, not to exceed 540 days from the transaction processing date.

Example B

Customer uses a Visa/Mastercard to pay for a prepaid service and later found the service provider has closed down.

The chargeback time limit is 120 days from the date of merchant closed down, not to exceed 540 days from the transaction processing date.

Credit Card Chargeback Process



To: China Construction Bank (Asia)
致：中國建設銀行(亞洲)

Address 地址: P.O. Box 60126, Tsat Tsz Mui Post Office, Hong Kong . 香港七姊妹郵政信箱 60126 號
Email Address 電郵地址: cs_contact@asia.ccb.com Fax 傳真號碼: 311 16279

Please contact Credit Card Customer Service Hotline at 317 95533 before completing this form.
請於填寫此表格前，先致電信用卡客戶服務熱線 317 95533。

TRANSACTION DISPUTE FORM
(爭議交易聲明書)

Card Number 卡號 _____

Transaction Details 交易資料

Transaction Date 交易日期	Merchant Name 商戶名稱	Transaction Amount 交易金額

I did not consent to the above transaction(s) for the following reason(s), please investigate: -
本人因以下理由，並不同意上述之交易項目，請調查：

- I did not authorise the transaction(s) indicated above.
本人從未授權此筆交易。
- I certify that the transaction(s) was/were not signed by me nor by any person(s) authorized by me. I further declare that my Credit Card was not stolen and has always been in my possession.
本人從未簽署上述的帳項並且未授權他人參與此筆交易，本人証實從未遺失信用卡並一直持有該卡。

In case of suspicious fraud case(s) or unauthorize transaction(s), please call our Customer Service Hotline at 317 95533 to suspend card.
如懷疑詐騙情況或未經授權交易，請致電本行信用卡客戶熱線 317 95533 以暫停該信用卡。

- The amount of the sales slip was altered from \$ _____ to \$ _____. The cardholder copy of the sales slip is enclosed.
本人証實上述之交易帳款是 _____ 並不是 _____。貴公司付上之單據曾被塗改，現付上持卡人副本以作參考。
- The transaction(s) was/were paid by other means as shown in the document (receipt/invoice/statement) attached. I have attempted to resolve the dispute with Merchant but failed.
此筆交易已用其他方式繳付(附件)。本人已嘗試聯絡商戶，但未能解決此爭議。
- I authorised only one transaction for \$ _____ (sales slip attached) but did not authorise in the other transaction(s) for \$ _____. My card was in my possession at the time of the other transaction(s).
本人只授權一筆交易，金額為 _____ (附單據)，但並沒有授權另一筆交易金額 _____。而在該筆未授權交易之時，本人仍持有信用卡並未遺失。
- Non-receipt of goods / services. The expected date was _____ (supporting document attached). I have attempted to resolve the dispute with Merchant but failed.
尚未收到預訂之商品/服務，收貨/服務日期為 _____ (附件)，本人已嘗試聯絡商戶，但未能解決此爭議。

- I authorised the transaction, but I cancelled on _____ with a cancellation number _____.
The cancellation notice is enclosed.
本人曾授權上述交易，但該交易已經在_____取消，取消編號為_____。
現附上取消通知書。
- Credit not processed. I enclose my copy of Credit/Refund slip, which has not been credited to my card account. I have attempted to resolve the dispute with Merchant but failed.
未處理退款。本人仍未收到退款(附退款單)。本人已嘗試聯絡商戶，但未能解決此爭議。
- I have cancelled the recurring transaction(s) with the Merchant on _____ but I am still being charged. The Merchant was notified of the direct debit authorization cancellation. (supporting document attached). I have attempted to resolve the dispute with Merchant but failed.
本人已取消此筆定期循環交易，取消日期為_____，並且已通知商戶終止此合約(附件)。
本人已嘗試聯絡商戶，但未能解決此爭議。

Any other comments: (Please use another sheet if necessary) 其他：(如有需要請提交附頁填寫)

Note: To expedite the investigation process, please provide your supporting document(s) as stated above.
附註：請提供有關文件以協助調查

CARDMEMBER'S SIGNATURE & DATE (持卡人簽署及日期)
(Signature should correspond with the specimen signature as per your Credit Card)
(簽名必須與閣下之信用卡簽名相同)

I understand that it will take 6-12 weeks to investigate the disputed transaction. If the dispute is found invalid, a dispute handling fee (please refer to Cardmember Agreement for details) will be charged to HKD Credit Card account; and I am obliged to pay the dispute amount plus finance charges incurred during the investigation period.
本人明白查詢交易需要 6-12 個星期。如果被查詢的爭議證實無效，本人的港幣信用卡戶口會被支取有關處理爭議事項手續費(詳情請參閱信用卡會員指引)，而本人亦須要繳付查詢期間所引致的財務費用。