

Credit Card Chargeback

What is chargeback mechanism?

Chargeback mechanism is a way by which cardmembers who make lump sum payments (not payments by installment loan) for goods and services, request for refunds, whether in whole or in part, of their payments, under certain circumstances such as the relevant goods/services are not delivered, or the merchants close down, in accordance with the rules of the respective credit card associations.

How can cardmembers initiate chargeback requests?

Before raising a chargeback request, a cardmember is encouraged to try to resolve the dispute with the merchant first.

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 credit card associations.

Copies of the transaction dispute form can be obtained from our branches or downloaded from our website.

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

What is the process 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 credit card associations as soon as practicable. Depending on the circumstances, the chargeback request may be accepted or rejected.

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 credit 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.

Time Limits

Credit card associations impose time limits on chargeback request submission, and the time limits vary with types of disputes and credit card associations.

Chargeback process usually takes 6 to 8 weeks, which is counted from the date when all the required information and supporting documents are received by us from the cardmember.

We advise our cardmembers to examine their statements and report any error or omission in the statements to us within 60 days from the statement 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.

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 / Platinum Card Customer Service Hotline 317 95588 / Infinite Card Customer Service Hotline 317 95538;
- 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 sales draft retrieval fee, statement retrieval fee, card replacement fee, etc. (if applicable) in accordance with the cardmember agreement.

Q : I agreed to pay the service fee to a merchant via credit card direct debit authorization (DDA) monthly. But now I would like to terminate the service with the merchant. Why can't I instruct the card issuer to cancel the DDA on my behalf?

A : The credit card DDA instruction is an agreement between the cardmember and the merchant (not the credit card issuer). If you want to stop the monthly payment for related service, you should contact the merchant directly to terminate the DDA instruction.

Q : I signed a merchant installment plan for a tenor of 24 months with a merchant for fitness services by us 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.

Example A

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

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

Example B

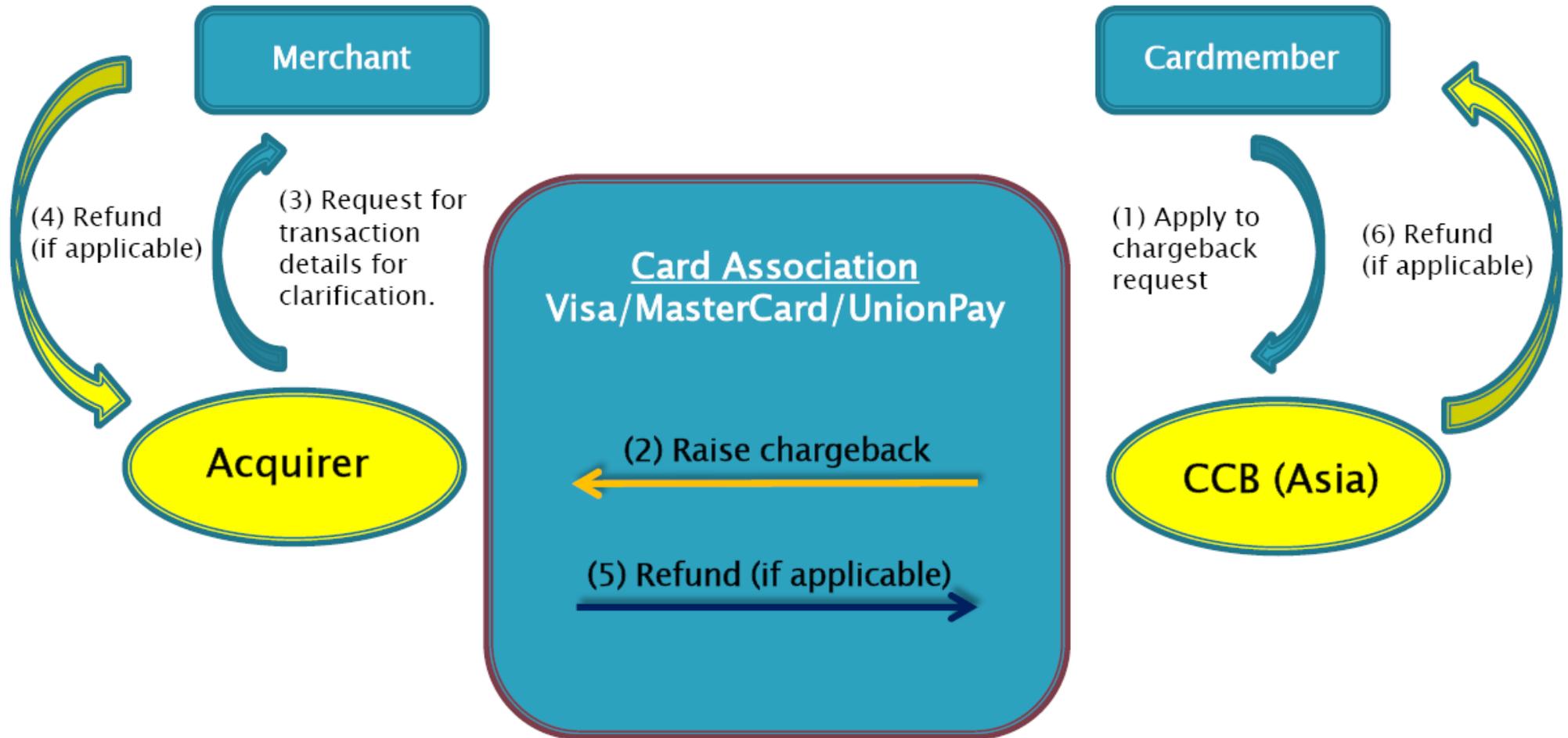
Customer uses a Visa/MasterCard to pay for a prepaid service and later found the service provider has closed down.

The chargeback time limit is 120 calendar days from the date that the cardholder was first made aware that the merchandise or services would not be provided, not to exceed 540 calendar days from the transaction processing date.

Reminder :

In order to have sufficient time to process chargeback request through credit 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 credit card associations for non-receipt of goods/services (for example, merchant ceased operations).

Credit Card Chargeback Process



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 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並且未授權他人參與此筆交易。
- 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 but has always been in my possession.
本人從未簽署上述的帳項,本人証實從未遺失信用卡。
- 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,現附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_____。而在該等未授權之交易時,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_____ (附件)。
- 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.
本人未收到退款(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 6-8 weeks to investigate the disputed transaction. If the dispute is found to be invalid, a sales draft retrieval 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.

本人明白查詢交易須要 6-8 個星期。如果被查詢的交易不屬實,我的港幣信用卡戶口會被支取有關購物單據檢索手續費(詳情請參閱信用卡會員指引);而我亦須要繳付查詢期間所引致的財務費用。

Please sign and return it by fax at 311 16279 or by mail at P.O. Box 60126, Tsat Tsz Mui Post Office, Hong Kong.

請簽署及傳真至 311 16279 或寄回香港七姊妹郵政信箱 60126 號。